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 February 21, 2024, 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. Lake Travis Middle School - 2024 CREATE Foundation U.S. Open Robotics Tournament 3
4. Public Comments/Citizen Participation
5. Consideration
   - A. Board Adopted House Bill 3 Goals 12
6. Public Hearing
   - A. 2022-23 Texas Academic Performance Report (TAPR) District Annual Report 21
7. Presentation/Discussion Items
   - A. Curriculum and Instruction Update – Learning Together 2024 Conference 38
   - B. FFAF(REGULATION): Food Allergy Management Plan Update 62
   - C. Library Services Update 95
   - D. Middle of Year Universal Screener Data K-5 106
   - E. Foreign Exchange Student Waiver 116
   - F. January 2024 Monthly Financial Reports - Statement of Revenues and Expenditures, Balance Sheet, Tax Statement and 2018/2023 Capital Projects Report 117
   - G. Board Notification under Board Policy CH (LOCAL) – Lake Travis High School Cafeteria HVAC Replacement 123
   - H. Guaranteed Maximum Price (GMP) Phase I (Early Release) for CMR 23-09 for Lake Travis High School Parking and Related Detention Pond Work 124
   - I. Access Easement Agreement between Lake Travis ISD and Peacock Capital Partners LLC for Lake Travis ISD's Land Located on Reimers-Peacock Road 128
8. Consideration Items
   - A. 2024-2025 Off-Campus Physical Education Providers 147
   - B. Approval of a Contract between Lake Travis ISD and Perkins and Will for the Administration Building Addition and Renovation Project 152

C. Approval of a Contract between Lake Travis ISD and Parkhill Architects for the Agriculture Building Additions and Renovations Project 230
D. Agreement with Travis County and Other Municipalities Regarding May 4, 2024 Joint Election 303
E. Election Services Agreement Between Travis County and Lake Travis Independent School District 317
F. Consent Agenda
1. Minutes of January 17, 2024 Board Meeting, January 24, 2024 Superintendent Summative Meeting Minutes and February 14, 2024 Special Called 331
2. 2024 - 2025 Innovative Course Approval 344
3. Locally Approved Courses for UIL No Pass/No Play Exemptions 346
4. Superintendent's Employment Contract 351
9. Upcoming Meetings and Events
A. March 20, 2024, 6:00 p.m. - Monthly Board Meeting, EDC
B. April 3, 2024, 6:00 p.m. - Budget Workshop, EDC
C. April 17, 2024, 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
Lake Travis Middle School - 2024 CREATE Foundation U.S. Open Robotics Tournament

RECOMMENDED ACTION
For Recognition only.

RATIONALE
Team "Hub Grub" from Lake Travis Middle School earned the VEX Excellence Award at the inaugural Lake Travis Robotics Tournament held January 20, 2024 at Lake Travis High School. The Excellence Award is presented to a team that exemplifies overall excellence in creating a high-quality competitive robotics program.

With its impressive performance, team "Hub Grub" has qualified to compete at the 2024 CREATE Foundation U.S. Open Robotics Tournament - VRC Middle School to be held March 11-13 in Council Bluffs, Iowa.

Career and Technical Education/Robotics teacher **Wayne Ostrout** is the sponsor of the Lake Travis Middle School Robotics Club.

BUDGET PROVISIONS
None

RESOURCE PERSONNEL
Rebecca Hudson – Principal, Lake Travis Middle School
Lori Wristers - Career and Technical Education Coordinator
Marco Alvarado - Executive Director for Communications & Community Relations

ATTACHMENTS
None

MEETING DATE
February 21, 2024









The Award Winning

LAKE TRAVIS
MIDDLE SCHOOL
Robotics Club



Six Teams **33 Students**

Committed to excellence in everything we do!

Club Ethics and Conduct Ethics is an important part of every engineer's professional training and practice. The Lake Travis Middle School Robotics Club invokes positive, respectful, and ethical conduct of all its members to be an essential component of the club. The teams are student-centered and supervised by a teacher or a teacher appointed adult representative.

The club expects the following behavior and ethical standards at all events:

- Act with integrity, honesty, and reliability
- Behave in a respectful and professional manner with event staff, volunteers, and fellow competitors
- Exhibit maturity and class when dealing with difficult and stressful situations
- Respect individual differences
- Follow all rules
- Student-centered teams with limited adult assistance
- Safety as a top priority
- Good sportsmanship, which includes supporting your alliance partners

Finally, all club members abide by the club moto of the "3 C's"

- Collaboration
- Communication
- Commitment

Together, we are committed to excellence in everything we do!

Team 1156A
Hub Grub

Nethra Mandalapu – Coder/Driver
Brody Klopp – Bookkeeper
Ari Paransky - Builder
Pratyush Itagi – Assistant
Anjali Gujja – Rules Expert
Abel Mathew – Builder/Driver
Advait Burle - Coder

Excellence Award Winner
2024 CREATE Open National Championship Invite



The Excellence Award is the highest award presented in the VEX Robotics competition. This award is presented to a team that exemplifies overall excellence in building a high-quality robotics program. This team is a strong contender in numerous award categories.

Team 1156B [insert name here]

Hanna Knowlton – Bookkeeper
Andrew Han – Coder/Driver/Builder
Daniel Vo – Driver
Siddharth Minukuri - Coder
Sarujen Manoharan – Builder

Finalist Award Winner
Regional Robot Skills Champions
2024 CREATE Open National Championship Invite



The Tournament Finalist Award is presented to each of the two teams on the 2nd Place Finals Match alliance of the event.
The Robot Skills Champion Award is presented to the team with the highest combined Programming Skills Challenge and Driving Skills Challenge score.

Team 1156G
Strike Force 5 + 1

Nirujen Manoharan – Bookkeeper
Grayson New – Driver/Builder
Muhamad Aly – Builder/Rules Expert
Declan Johnstone - Builder
Asher Monsey – Coder
Raymond Davenport - Assistant

Tournament Champions Award Winner
2024 CREATE Open National Championship Invite

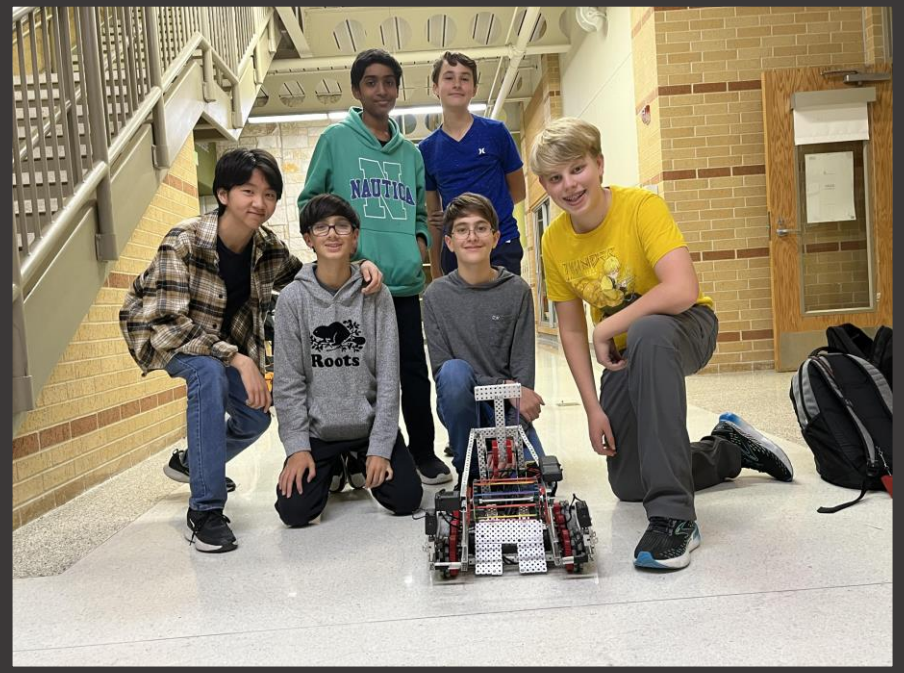


The Tournament Champions Award is presented to each of the two teams on the 1st Place Finals Match alliance of the event.

Team 1156C Landrovers

Advait Burle– Coder/Driver
Teagen Wagley– Driver/Builder
Matisse Hobeich– Builder
Bennett Brolin- Assistant
Daniel Vo– Rules Expert

Two Time Round of 16 Tournament Participant
Ranked #15 in Regional Skills Competition

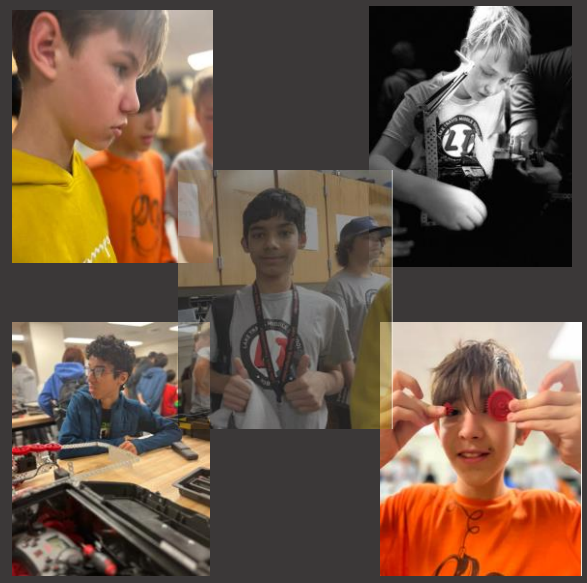


The Landrovers are an emergent team, preparing to compete in 2024/25. Several team members have moved to support other teams.

Team 1156E
The Raisins

Wyatt Malcolm– Builder/Driver
Everett Worley– Builder
Antonio Villa Sierra– Driver/Builder/Coder
Madhav Sharma – Rules Expert
Raghav Sharma – Coder

Two Time Round of 16 Tournament Participant
Ranked #12 in Regional Skills Competition



The Raisins are an emergent 7th Grade team preparing to compete in 2024/25. This team has high expectations for the 2024/25 season.

Team 1156D Matrix

Arnav Gulai– Intern
Nirbhay Joshi– Intern
Sricharan Kamisetti– Intern
Shiv Doradla- Intern
Srijan Vayuvegula– Intern
Hugo Tsai - Intern

The Matrix is our 6th grade team. They are learning to build, code, and work as a team. These students have a great work ethic and are eager to compete in 2024/25.

AGENDA ITEM ACTION SHEET

AGENDA ITEM
Board Adopted House Bill 3 Goals

RECOMMENDED ACTION
Approve the goals set by the Board for HB3 to be achieved by 2028.

RATIONALE
TEC Section 39.306 defined by House Bill 3 requires school boards to adopt literacy and mathematics proficiency plans and goals for measures of student college, career and military readiness.

- early childhood literacy and mathematics proficiency plans adopted under TEC §11.185; and
- CCMR plans adopted under TEC §11.186
- This will be reported annually as part of the District Annual Report Public Hearing.

BUDGET PROVISIONS
None

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

ATTACHMENTS
Presentation

MEETING DATE
February 21, 2024

HB 3 Baseline Data

HB 3 Requirements

- HB 3 requires boards of school districts to adopt literacy and mathematics proficiency plans and goals for measures of student college, career, and military readiness.
- Boards must set specific annual performance goals for the district and each campus for five years.
- Goals are adopted for all students and for disaggregated student groups in the closing the gap domain.
- School boards must monitor progress toward those goals at least once annually.

60x30TX

Texas Higher Education Coordinating Board

By 2030, at least 60 percent of Texans ages 25–34 will have a certificate or degree.

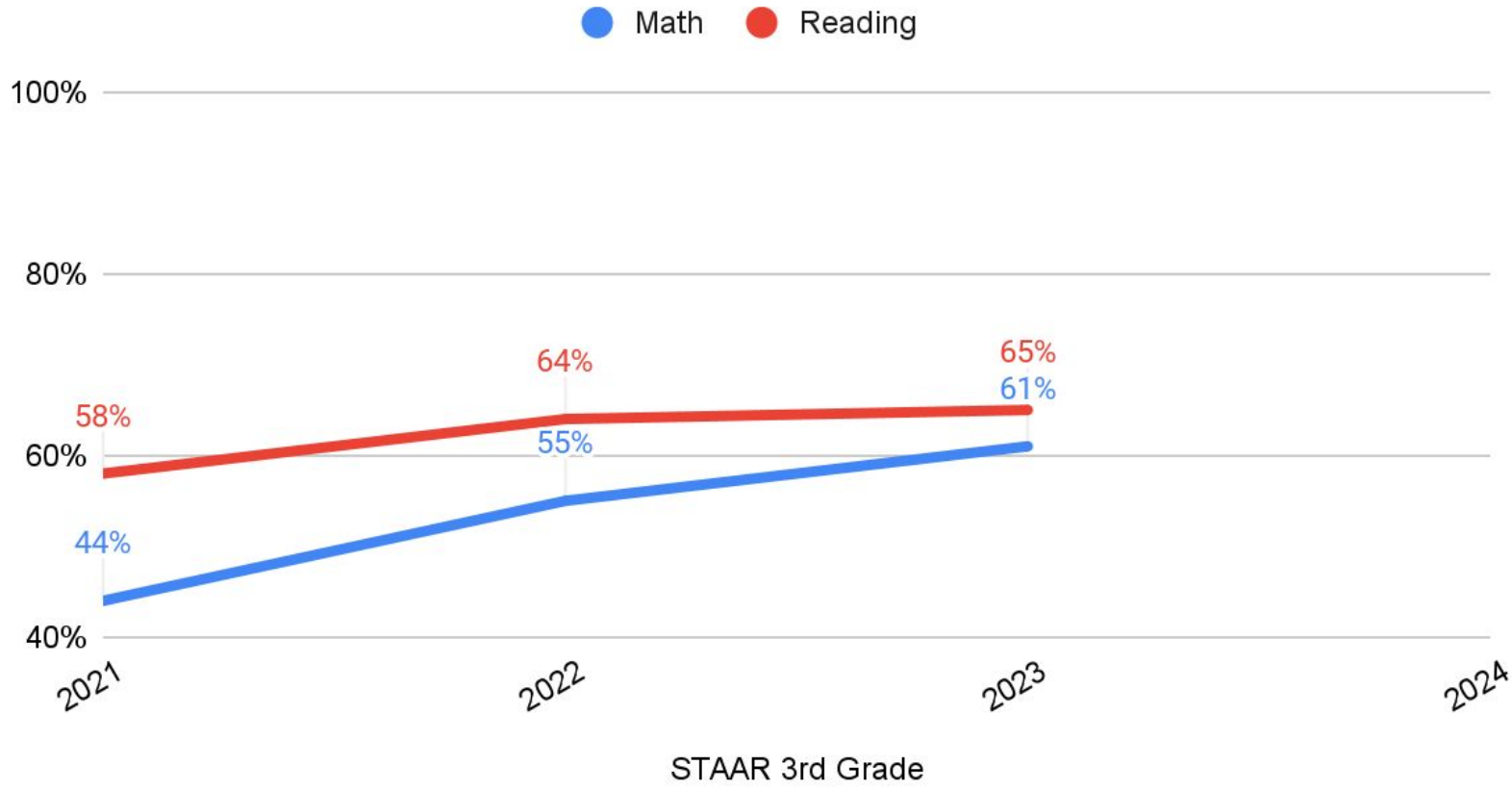
Board Outcome Goal

- The percent of 3rd grade students that score MEETS grade level or above on STAAR Math will increase to 71% by 2028
- The percent of 3rd grade students that score MEETS grade level or above on STAAR Reading will increase to 75% by 2028
- The percentage of graduates that meet the criteria for CCMR will increase to 88% by 2028

Reading/Math 3rd Grade STAAR

STAAR 3rd Grade MEETS	Math	Reading
2021	44%	58%
2022	55%	64%
2023	61%	65%
2024	63	67
2025	65	69
2026	67	71
2027	69	73
2028	71	75

Math at MEETS GL & Reading at MEET GL



Possible Progress Measures

The percent of Kindergarten students who score at Benchmark or above on EOY mCLASS Amplify Reading will increase to 82% by 2028

The percent of 1st grade students who score at Benchmark or above on EOY mCLASS Amplify Reading will increase to 86% by 2028

The percent of 2nd grade students who score at Benchmark or above on EOY mCLASS Amplify Reading will increase to 81% by 2028

The percent of Kindergarten students in the 50%tile or above on EOY MAP Growth in Math will increase to 87% by 2028

The percent of 1st grade students in the 50%tile or above on EOY MAP Growth in Math will increase to 85% by 2028

The percent of 2nd grade students in the 50%tile or above on EOY MAP Growth in Math will increase to 78% by 2028

Possible Progress Measures

mCLASS Reading at Benchmark or Above	Kinder	First	Second
EOY 2022	76%	79%	76%
EOY 2023	82%	81%	77%
BOY 2023	*64%*	*73%*	*72%*
EOY 2024	82	82	77
EOY 2025	82	83	78
EOY 2026	82	84	79
EOY 2027	82	85	80
EOY 2028	82	86	81

MAP Growth Math above 50%tile	Kinder	First	Second
EOY 2022	78%	77%	71%
EOY 2023	87%	80%	73%
BOY 2023	*79%*	*82%*	*76%*
EOY 2024	87	81	74
EOY 2025	87	82	75
EOY 2026	87	83	76
EOY 2027	87	84	77
EOY 2028	87	85	78

Board Outcome Goal: CCMR

The percentage of graduates that meet the criteria for CCMR will increase to 88% by 2028 (Class of 2027)

Met CCMR Criteria	
2021 Class of 2020	82%
2022 Class of 2021	77%
2023 Class of 2022	78%
2024 Class of 2023*	78%
2025 Class of 2024	80
2026 Class of 2025	82
2027 Class of 2026	84
2028 Class of 2027	88
2029 Class of 2028	90

88% for Rating of A
78% for Rating of B

AGENDA ITEM ACTION SHEET

AGENDA ITEM
2022-2023 Texas Academic Performance Report District Annual Report

RECOMMENDED ACTION
Public Hearing

RATIONALE
This presentation fulfills the requirement of law (Texas Education Code Chapter 39) that the Board of Trustees hold a Public Hearing providing information to the community regarding the educational performance for the 2022-2023 school year.

Reports available at http://www.ltisdschools.org/accountability

Components:
- Annual Report - Texas Annual Performance Report (TAPR)
- PEIMS Financial Standard Reports
- District Accreditation Status
- Campus Performance Objectives
- Special Education Determination Status
- Report on Violent or Criminal Incidents
- Student Performance in Postsecondary Institutions
- Progress Toward Meeting HB 3 Goals

BUDGET PROVISIONS
None

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

ATTACHMENTS
Presentation

MEETING DATE
February 21, 2024

District Annual Report
Texas Progress Reporting System (TPRS)
Texas Academic Performance Report (TAPR)

for the 2022-23 School Year
Public Hearing
February 21, 2024



As required by Texas Education Code 39.306 and LTISD Board Policy BR (Legal)

Requirements

- 2022-2023 TAPR Annual Report
- PEIMS Financial Standard Reports (2021-2022)
- 2022-2023 District Accreditation Status
- Campus Performance Objectives
- Special Education Determination Status
- Report on Violent or Criminal Incidents
- Student Performance in Postsecondary Institutions
- Progress Towards Board-Adopted HB3 Goals

Texas Annual Performance Report (TAPR)

- Compiled by TEA for every district and campus using
  - PEIMS
  - Student Assessment Data
- 2022-23 TAPR is published as a PDF
  - Includes a wide range of information on the performance of students in each district and campus in the state
  - Performance is shown disaggregated by student groups, including ethnicity and socioeconomic status
  - Provides extensive information on school and district staff, programs, and student demographics

https://rptsvr1.tea.texas.gov/perfreport/tapr/2023/index.html

https://www.ltisdschools.org/accountability

2022-23 TAPR Annual Report

- The performance section of the TAPR shows STAAR performance in the following ways:
  - *By grade level, subject, and student group*
  - *By Performance Level Designation (PLD)*
  - *By End-of-Course (EOC) subject*
  - *All grades*
  - *School Progress Domain: Academic Growth by Grade and Subject*
  - *Progress of Prior-Year Non-Proficient Students*
- Participation Rate
- Attendance Rate
- Annual Dropout Rates
- Graduation Rates

2022-23 TAPR Annual Report

- CCMR Related Indicators
  - *RHSP, DAP, FHSP Graduates*
  - *College-Ready Graduates*
    - *TSI Criteria Graduates*
    - *Dual Credit - Completion of either nine or more hours of postsecondary credit in any subject or three or more hours of ELA or Math*
    - *AP/IB Met Criteria in any subject*
    - *Associate's Degree*
  - *Career/Military Ready Graduates*
    - *Approved Industry-Based Certification*
    - *Graduate with completed IEP and Workforce Readiness*
    - *TSIA Results*

2022-23 TAPR Annual Report

- CCMR Readiness Indicators
  - *TSIA Results*
  - *Completed and Received Credit for College Prep Courses*
  - *AP/IB Results*
  - *SAT/ACT Results*
  - *Average SAT Score*
  - *Average ACT Score*
  - *Advance Dual-Credit Course Completion*
  - *Graduates enrolled in Texas Institution of Higher Education*
  - *Graduates in TX-IHE Completing One Year Without Enrollment in a Developmental Education Course*

2022-23 TAPR Annual Report

- **Student Information**
  - Student enrollment (including enrollment by grade level, by ethnicity, by certain student identification indicators, and students with disabilities by primary eligibility category) and other student information (including graduation information, retention rates, class size information, mobility, and student attrition)
- **Staff Information**
  - Staff information (including total staff, staff by classification, teachers by ethnicity and gender, teachers by highest degree held and years of experience, experience of campus leadership, staff salary, and teacher turnover rate information)
- **Program Information**
  - Student Enrollment by Program
  - Teachers by Program (population served)

28

PEIMS Financial Standard Report

2021-22 Financial Actual Information

- Revenues
- Expenditures
- Disbursements
- Tax Rates
- Fund Balance

https://tea.texas.gov/finance-and-grants/state-funding/state-funding-reports-and-data/peims-financial-standard-reports

District Accreditation Status

- CDN: 227913
- Name: Lake Travis ISD
- ESC: 13
- 2023 FIRST Rating: A Superior
- 2023 Accountability Rating: Not Released
- 2022-2023 Accreditation Status: Accredited

http://tea.texas.gov/accredstatus/

Campus Performance Objectives

- Campus Improvement Plans
  - Set performance objectives based on needs assessment
  - Periodically measure progress
- Campus Performance Objectives were approved by the Board in January 2024
- Campus Improvement Plans for each campus are posted on the district's website

Special Education Determination Status

- This label represents an integrated determination status based on an evaluation of each district's Results-Driven Accountability (RDA) indicators in the special education program area; the State Performance Plan (SPP) compliance indicators 9, 10, 11, 12, and 13; data integrity; uncorrected noncompliance; and financial audit findings.

- The special education integrated intervention stage/determination status for each district is on the cover page of the report. *Not available as of today for 2023. For 2022 the status was Meets Requirements.*

Violent and Criminal Incidents

Codes used by TEA in identifying a "Persistently Dangerous School" defined by ESSA reported in PEIMS 2022-2023.

Reason Code	Description	Incident Counts
11	Used, exhibited, possessed firearm	0
12	Used, exhibited possessed illegal knife	0
13	Used, exhibited, possessed illegal club	0
14	Used, exhibited, possessed prohibited weapon	0
16	Arson	0
17	Murder, capital murder, criminal attempt to commit murder/capital murder	0
18	Indecency with a child	0
19	Aggravated kidnapping	0
29	Aggravated assault against school district employee/volunteer	0
30	Aggravated assault against non-employee/volunteer	0
31	Sexual assault/aggravated sexual assault against school district employee/volunteer	0
32	Sexual assault/aggravated sexual assault against non-employee/volunteer	0
36	Felony controlled substance violation	0
37	Felony alcohol violation	0
46	Aggravated robbery	0
47	Manslaughter	0
48	Criminally negligent homicide	0

PEIMS Data

https://rptsvr1.tea.texas.gov/adhocrpt/Disciplinary_Data_Products/DAG_Summaries/Download_DAG_District_Summaries.html

http://tea.texas.gov/Texas_Schools/Safe_and_Healthy_Schools/

Postsecondary Institutions Reporting Performance (Graduates of 2022 Fall 2022)

THECB - Texas Higher Education Coordinating Board http://www.txhighereddata.org/

Austin Community College	46	Baylor University	9
Texas State University	42	Texas Christian University	9
U. of Texas at Austin	37	U. of Texas at Arlington	6
Texas A&M University	34	St. Edward's University	5
U. of Texas at San Antonio	25	Other Pub/Ind 4-Yr Institution (19)	33
Blinn College District	18	Other Pub/Ind 2-Yr Institution (6)	6
Texas Tech University	16	Not Trackable	99
University of North Texas	16	Not Found	403
U. of Texas at Dallas	10	Total High School Graduates	814

'Other' records combine records where Total Students for one institution < 5.
'Not trackable' graduates have non-standard ID numbers that will not find a match at Texas higher education institutions.
'Not found' graduates have standard ID numbers that were not found in the specified Fall term at Texas higher education institutions.

Postsecondary Institutions Reporting Performance (Graduates 2020-2021)

GPAs earned in 4-year or 2-year institutions during 1st Year in Public Higher Education in Texas FY 2022

Lake Travis High School	total	<2.0	2.0-2.49	2.5-2.99	3.0-3.49	>3.5	Unknown
Four-Year Public University	215	14	14	25	49	111	2
Two-Year Public Colleges	119	20	10	14	21	46	8
Independent Colleges & Universities	27						
Not Trackable	89						
Not Found	364						
Total High School Graduates	814						

http://www.txhighereddata.org/index.cfm?objectid=5BFD5120-D971-11E8-BB650050560100A9

Progress towards Board Adopted HB3 Goals

- TEC Section 39.306 requires each district to include, as part of its Annual Report, the progress of the district and each campus in the district toward meeting the goals set in the district's:
  - early childhood literacy and mathematics proficiency plans adopted under TEC §11.185; and
  - CCMR plans adopted under TEC §11.186

- The percent of 3rd grade students that score MEETS grade level or above on STAAR Math will increase to **71%** by 2028
- The percent of 3rd grade students that score MEETS grade level or above on STAAR Reading will increase to **75%** by 2028
- The percentage of graduates that meet the criteria for CCMR will increase to **88%** by 2028

All Reports are posted on the District Web Site

- About Us > Accountability
- Families > Accountability
- https://www.ltisdschools.org/accountability

AGENDA ITEM ACTION SHEET

AGENDA ITEM
Curriculum and Instruction Update – Learning Together 2024 Conference

RECOMMENDED ACTION
For Presentation/Discussion only.

RATIONALE
The Lake Travis Learning Together Conference is a dynamic two-day event tailored for Lake Travis educators, featuring a comprehensive program with 216 sessions designed to enhance professional development. The conference boasts a diverse lineup, including 30 distinguished guest presenters and 140 accomplished presenters from within the Lake Travis Independent School District (LTISD).

Centered around the theme "Working on the Work," the conference emphasizes practical strategies and collaborative efforts aimed at refining teaching practices. Attendees will have the opportunity to delve into a broad spectrum of topics, fostering an environment of continuous learning and skill development. With a focus on the unique challenges and opportunities within the Lake Travis educational community, this conference serves as a platform for educators to engage, share insights, and collectively work towards elevating the quality of education in the district.

BUDGET PROVISIONS
None

RESOURCE PERSONNEL
Stefani Vickery - Assistant Superintendent Curriculum and Instruction
Dr. Lyndsae Benton - Executive Director for Curriculum and Instruction
Lyndsey Ackerman - Special Services Instructional Coach
Anna Catherine Alvis - Instructional Technology Instructional Coach
Jessica Barr - Secondary STEM Instructional Coach
Wendy Gorfain - Reading Academy Instructional Coach
Dana Schrader - Secondary Humanities Instructional Coach

ATTACHMENTS
Presentation

MEETING DATE
February 21, 2024

LEARNING TOGETHER CONFERENCE 2024:

Working on the Work

Thursday, 2/15/24 & Friday, 2/16/24

One Community. One Purpose.

All HEART



Lyndsey Ackerman
Special Services Instructional Coach



Anna Catherine Alvis
Instructional Technology Coach



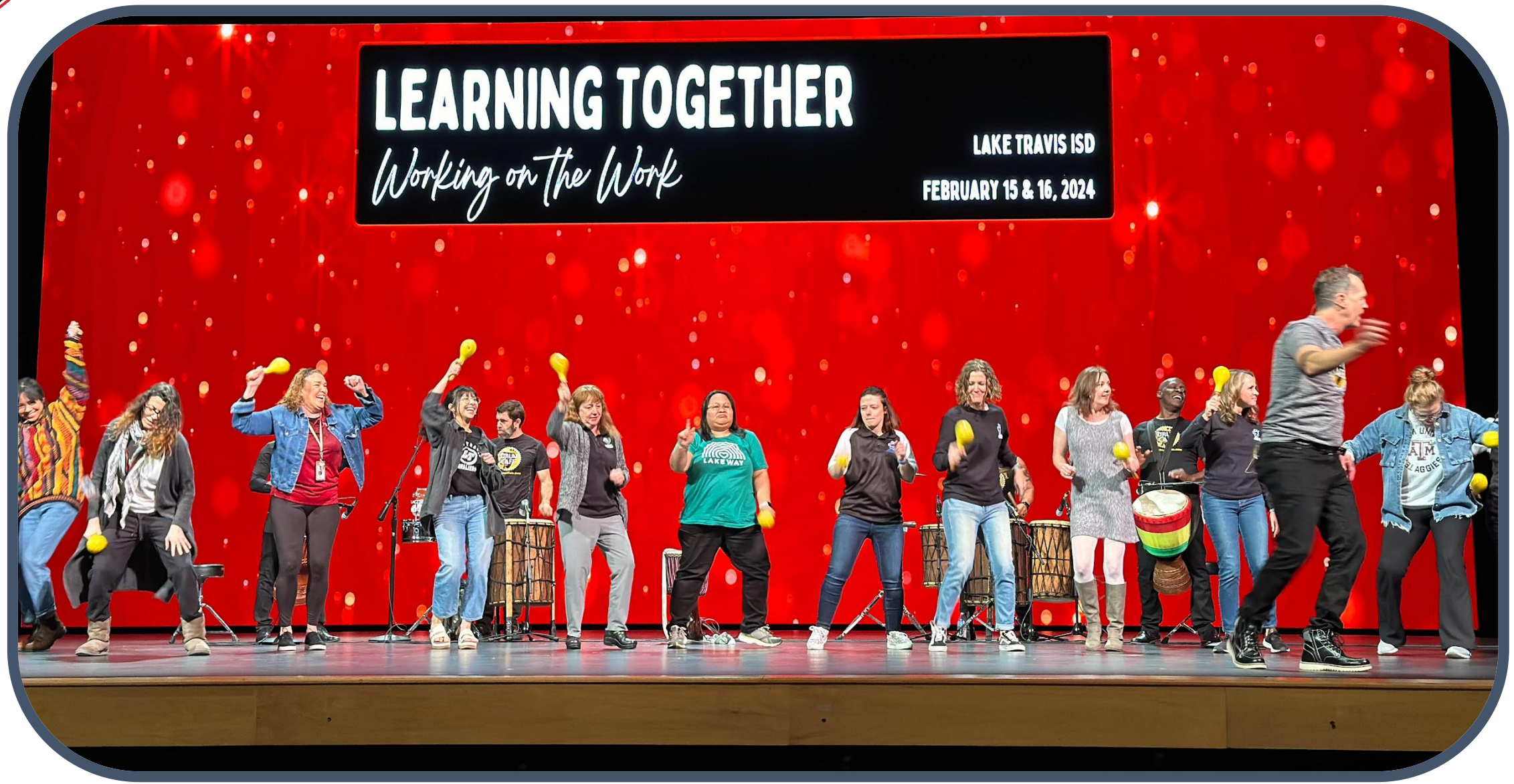
Jessica Barr
STEM Instructional Coach



Wendy Gorfain
Reading Academy Instructional Coach



Dana Schrader
Humanities Instructional Coach


LEARNING TOGETHER
Working on the Work
LAKE TRAVIS ISD
FEBRUARY 15 & 16, 2024



Our Why: Self-Development

Our Who: Kids, Parents, Teams, PLC, Power Moves

Our How: Back to Basics, PLC, Power Moves

Our What: Content, PLC, PowerMoves

Learning Together: Working on the Work

Staff filled their schedule with 5 sessions of their choice.

2024 LT Conference Schedule					
	Time	Event		Time	Event
Feb 15	8:15	Drum Cafe Welcome!	Feb 16	8:15-11:15	District Team Time
	9:45 - 10:15	Transition			
	10:15 - 11:15	Session 1			
	11:15 - 1:15	Lunch		11:15-1:15	Lunch
	1:15 - 2:15	Session 2		1:15 - 2:15	Session 4
	2:15 - 2:30	Transition		2:15 - 2:30	Transition
	2:30 - 3:30	Session 3		2:30 - 3:30	Session 5

Learning Together: Working on the Work

Over the course of two days, instructional staff gathered to:

- delve into a broad spectrum of topics
- explore technology, practical strategies and wellness
- participate in collaborative efforts
- connect with others working on the work

216 Sessions

950+ Attendees

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30 Guest Presenters

144 LTISD Staff Presenters

99 Team Time Leads

Learning Together: Working on the Work

Session Sign Ups through Sched

- Accessibility Features on a Chromebook **LIMITED**
  Sharon McMichael
- Introduction to Generative AI **FULL**
  Chris Woehl
- Handling Hard Things **FULL**
  Jennifer Lyon
- Parent Whisperer: How to Build Strong Parent Relationships **FULL**
  Siiri Marquardt • Megan Butler
- Research Based Instructional Strategies Mathematics (RBIS), Region 13 **LIMITED**
  Jill Bodling
- Teaching Writing: TDEC Writing Support for All Levels & All Contents **LIMITED**
  Tara Banton

Filter By Type

- Administration
- All Staff
- Counselors
- Elementary School
- Fine Arts & Special Areas
- High School
- Librarians
- Middle School
- Nurses
- Special Services
- SPED
- Team Leaders
- Team Time
- TOSAs
- Topic Strands
- ★ Popular

One Community. One Purpose.

All HEART



Opening Session hosted by **Drum Cafe** who led 950+ staff members through an **interactive drumming** experience highlighting the power and value of **teamwork** and **collaboration**.



"I loved the opening act Drum Cafe and its message for LT having one drum beat, one sound, and culture"

- Elementary Teacher



February 16th Team Time - District Wide

AGENDA

1 Vertical Content Gallery Walk
(8:15 - 9:15)

Engage in a collaborative conversation around **common areas of struggle** in your content area and engage in a vertical **gallery walk** to look for trends

2 Define & Select Essential Standards
(9:15 - 9:45)

Calibrate on a **common definition** of and **commitment to** the essential standards and select **4** to **5** Essential Standards for the **2024-2025 school year**

3 Create Assessment Items using GAI
(9:45 - 10:15)

Use generative AI to help create **at least 5 assessment items** for ***each*** Essential Standard

4 Collaborate on Choice Board
(10:15 - 11:15)

Select **one** to **two activities** to collaborate on from the choice board

If everyone is moving forward together, then success takes care of itself.

Henry Ford

111 Teams Met Across the District Including:

Administration
Counselors
Dyslexia
Fine Arts
Special Areas
Language Arts & Reading
Languages other than English
Librarians
Mathematics
Nurses
Physical Education
Science
Social Studies
Special Services
Special Education
Career and Technical Education

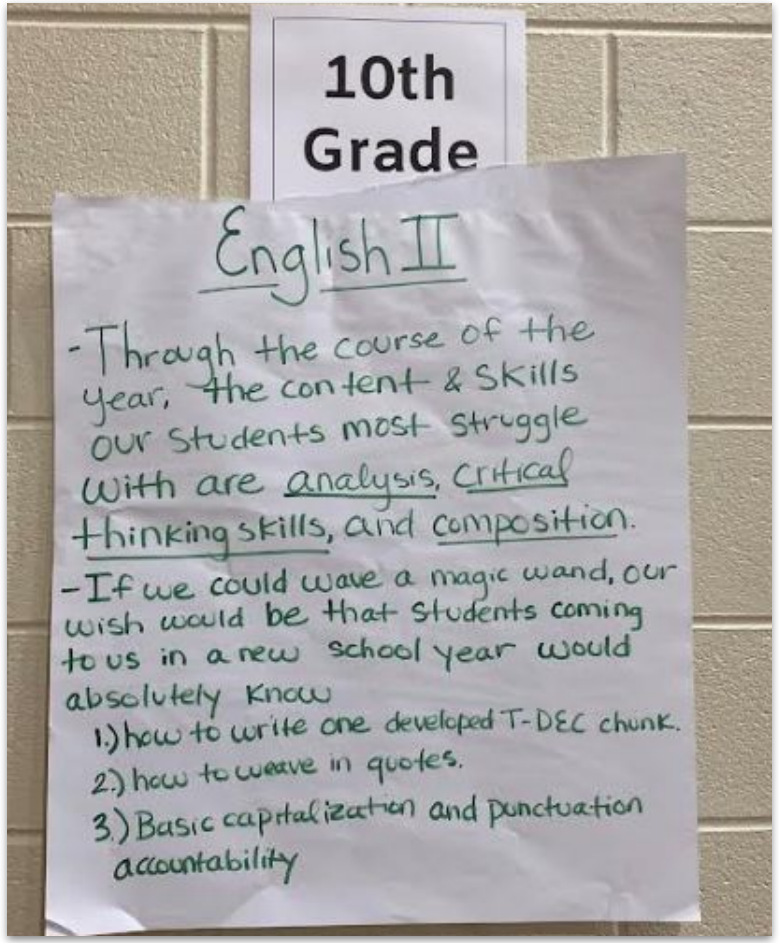
TEAM TIME - GALLERY WALK

Based on the BOY 23-24 MAP Math test, 20% of our Economically Disadvantaged students in second grade are not projected to pass STAAR.

Something to think about:

What strategies or standards could we focus on that would help these students be more successful?

Math Posters - 2nd grade





TEAM TIME = COLLABORATION



"Loved being able to collaborate with district-wide grade-level teams! Enjoyed being able to collaborate on ELA domains for Pre-K. Well organized and useful team time!! By far, the best time spent so far at the conference!!!"

-Elementary Teacher



GUEST PRESENTERS



Digital Learning

- Big Ideas *(Math)*
- Canva
- Dreambox *(Math)*
- Edpuzzle
  (K-12, all subjects)
- NoRedInk *(ELA)*
- Paper *(Live Tutoring)*
- TEKS Resource System
  (K-12, all subjects)



Experts

- Drum Cafe
- ELA Specialists
  (Region 13)
- Math Specialists
  (Region 13)
- RBIS *(Region 13)*
- DBQ Project
- ROPES Instructors
- CTEDS
- Mental Health Literacy

GUEST PRESENTERS

"Amazing. [Region 13] was fun and knowledgeable and really facilitated some great discussions geared towards helping us understand our students and teaching providing the safest environment for them to grow."

Elementary Special Education Paraprofessional

"[NoRedInk] was hands down my favorite presentation of the day. I knew of this platform, but now I KNOW how to meander around it. It will completely redesign the way I teach and make it easier on me."

HS English Teacher









"This was by far the best session I have ever attended in 10 years of teaching and doing these types of conferences. I can't wait to learn more about her approaches and implement them into my behavior classroom."

Middle School Teacher



STAFF BONDING









STAFF BONDING



When asked, "What aspects of the LT Conference do you appreciate or enjoy the most?"

"Choices for courses"

"Community & Collaboration"

"Treats & Good PD Classes"

"Collaboration with others and sharing tips"









Thank you to our Sponsors

Learning Together: Working on the Work







"First experience as an attendee and as a presenter, and thought it was a professional and personal enriching experience. I'm feeling grateful to be a part of the LTISD team."

-Social Worker

The conference was absolutely phenomenal, and all the speakers and sessions were so well done. Thank y'all for everything you do to make the conference happen!"

-MS Science Teacher

"I think the PLC process in LT is growing into something very beneficial for teachers and student learning !!!"

- HS Teacher



THANK YOU!

"Thank you for giving us this wonderful opportunity. I love this district"

-Elementary Teacher

One Community. One Purpose.
All HEART

Questions?

AGENDA ITEM ACTION SHEET

AGENDA ITEM
FFAF (REGULATION): Food Allergy Management Plan Update

RECOMMENDED ACTION:
For Presentation/Discussion only.

RATIONALE
In accordance with a state law passed in 2011, Board Policy FFAF (LOCAL) requires the District to develop and implement a plan for the care of students with diagnosed food allergies at risk for anaphylaxis. In response, Lake Travis ISD developed and implemented a comprehensive Food Allergy Management Plan. While our Food Allergy Management Plan has been in place for several years, beginning with the 2018-2019 school year, additional measures will be implemented to best support students and reduce the risk of exposure to common food allergies. Per Board Policy BP (Local), administrative regulations are subject to Board review but shall not be adopted by the Board.

BUDGET PROVISIONS
None

RESOURCE PERSONNEL
Tasha Barker – Assistant Superintendent of Organizational Services
Allyson Collins - General Counsel

ATTACHMENTS
FFAF (REGULATION) – Red lined
FFAF (REGULATION)

MEETING DATE
February 21, 2024

DEFINITIONS

In accordance with state guidelines, and for the purposes of these procedures, the following definitions will apply.

Food Intolerance	An unpleasant reaction to a food that, unlike a food allergy, does not involve an immune system response or the release of histamine. Food intolerance is not life-threatening.
Allergen	Any substance, often a protein, that induces an allergy.
Allergic Reaction	An immune-mediated reaction to a protein.
Food Allergy	A food allergy is a potentially serious immune-mediated response that develops after ingesting or coming into contact with specific foods or food additives. A life-threatening allergic reaction to food usually takes place within a few minutes to several hours after exposure to the allergen.
Severe Food Allergy	An allergy that might cause an anaphylactic reaction.
Anaphylactic Reaction	A serious allergic reaction that is rapid in onset and may cause death.
Food Allergy Management Plan (FAMP)	A plan developed and implemented by the District that includes general procedures to limit the risk posed to students with food allergies and specific procedures to address the care of students with a diagnosed food allergy who are at risk for anaphylaxis.
Food Allergy Action Plan (FAAP)	A personalized plan written by a health-care provider that specifies the delivery of accommodations and services needed by a student with a food allergy and actions to be taken in the event of an allergic reaction. (Also known as an Emergency Action Plan (EAP) or Emergency Care Plan (ECP)).
Individualized Health-Care Plan (IHP)	A plan written by a school nurse based on orders written by a health-care provider that details accommodations or nursing services to be provided to a student because of the student's medical condition.

DISTRICT FOOD ALLERGY MANAGEMENT TEAM (DFAMT)

The Superintendent has designated the following individuals to serve as the District Food Allergy Management Team (DFAMT):

- Director of Health & Social Emotional Learning
- District Registered Dietitian Nutritionist and/or Director of Food and Nutrition

- Lead Nurse
- ~~Intervention~~ Special Services Coordinator
- Senior Director of Food Services and Transportation
- Senior Director of Maintenance and Operations

Responsibilities

The District Food Allergy Management Team will:

1. Coordinate the development and ensure implementation of the District's FAMP.
2. Be responsible for disseminating applicable District policies, procedures, and the FAMP.
3. Develop, or assist in the development of, food allergy request, notice, and incident report forms, as well as District-approved forms for FAAP/EAPs, and IHPs.
4. Ensure that specific food allergy information is requested from parents and students of the District.
5. Develop and assist in the implementation of proper cleaning protocols for different environments (*e.g.*, classrooms, cafeteria tables, etc.).
6. Pursue ongoing, specialized training in the management of food allergies in the school setting.
7. Ensure specialized training is received by any other employees responsible for development, implementation, and monitoring of the District's FAMP.
8. Provide general food allergy awareness training to employees. [See "Training," below]
9. Develop general strategies for reducing exposure to common food allergens at District facilities and activities. [See "Environmental Controls," below]
10. Coordinate the composition, responsibilities, and procedures of campus food allergy management teams (FAMTs), if applicable.
11. Ensure that employees and other individuals supervising a student with a diagnosed severe food allergy receive training, as necessary, regarding implementation of the student's FAAP/EAP, IHP, Section 504 plan and/or IEP, as applicable,

and on specific strategies to reduce the risk of the student's exposure to the diagnosed allergen.

12. Develop procedures related to student self-administration of allergy medicine, including epinephrine auto-injectors prescribed to a student. [See FFAC]

13. The Lead Nurse will coordinate with the District's record management officer to develop and implement procedures for record retention. [See FD and FL]

14. The Lead Nurse will collect and maintain incident reports after a student's anaphylactic reaction at school or at a school-related activity.

15. Review procedures after an anaphylactic reaction by a student at school or at a school-related activity.

16. Review the FAMP and related District policies and procedures each Fall semester ~~annually~~, including any recommendations from CFAMTs or school health advisory councils (SHAC).

17. Develop procedures for response to fatal reactions.

CAMPUS FOOD ALLERGY MANAGEMENT TEAMS (CFAMT)

A Campus Food Allergy Management Team (CFAMT) will be created at each campus and include, at a minimum, the following individuals:

- Administrator
- Nurse
- Counselor (optional)
- 504 Coordinator
- Custodial Representative
- Food and Nutrition Services (FANS) Representative

Additional staff may be included when a student requires an individual care plan.

Responsibilities

The CFAMT will engage in the following for each campus:

1. Assist in the development, implementation, and monitoring of the District's FAMP.

2. Be responsible for disseminating applicable District policies, procedures, and the FAMP.

3. Ensure that specific food allergy information is requested from parents and students of the campus. [See FD and the student handbook]

4. Pursue ongoing, specialized training in the management of food allergies in the school setting.

5. Ensure specialized training is received by any other employees responsible for development, implementation, and monitoring of the District's FAMP.

6. Provide general food allergy awareness training to employees. [See "Training", below]

7. Implement general strategies for reducing exposure to common food allergens at campus facilities and activities. [See "Environmental Controls," below]

8. Implement the FAAP/EAP, IHP, Section 504 plans and/or IEP, as applicable, for a student with a diagnosed severe food allergy.

9. Ensure that employees and other individuals on the campus who supervise a student with a diagnosed severe food allergy receive training, as necessary, regarding implementation of the student's FAAP/EAP, IHP, Section 504 plan and/or IEP, as applicable, and on specific strategies to reduce the risk of the student's exposure to the diagnosed allergen.

10. Implement procedures related to a student's self-administration of allergy medicine, including epinephrine auto-injectors prescribed to the student. [See FFAC]

11. Implement procedures for record retention developed by the Lead Nurse and record management officer. [See FD and FL]

~~12. Review individual care plans and procedures periodically.~~

~~13.~~12. Review Anaphylaxis Incident Report forms after an anaphylactic reaction by a student at school or at a school-related activity and review plans/procedures for the student.

~~14.~~13. Review the FAMP and related District policies and procedures each Fall semester ~~annually~~ and provide input to the DFAMT.

Implement, if necessary, procedures for response to fatal reactions.

FOOD ALLERGY MANAGEMENT PLAN

The District's FAMP will include the following components:

GENERAL PROCEDURES

Training

~~On an annual basis~~ At the beginning of each school year, the District will provide specialized training to the employees on the DFAMT and CFAMT.

On an annual basis, the District will provide general food allergy awareness training to all employees that addresses:

1. The FAMP and applicable District policies and procedures;
2. General strategies to reduce the risk of exposure to common food allergens;
3. Signs and symptoms of severe allergic reactions; and
4. Emergency response in the event of an anaphylactic reaction at school or at a school-related activity;

The District will provide general food allergy awareness training to all substitutes during Sub University training.

Environmental Controls

The District's general procedures to reduce the risk of exposure to common food allergens **AT ALL ELEMENTARY CAMPUSES** will include:

All Elementary Classrooms

1. Limit the use of food in classroom(s) and other learning environments for instructional purposes, and encourage the use of non-food items for classroom events/activities.
2. No food item will be given to students for consumption, unless otherwise allowed or specified by a student's 504 plan or IEP. If a student needs a snack or an alternative snack during snack time, a teacher or other staff member may provide a snack that is USDA Smart Snack compliant (however, be especially cognizant of any students with food allergies and do not serve them any foods without parent permission). ~~Other exceptions may be made with principal approval.~~
3. Educate students about proper hand washing times and techniques to reduce the risk of exposure to food allergens.

4. Implement appropriate cleaning protocols approved by DFAMT.

5. Maintain stock epinephrine auto-injectors on the campus and administer them in accordance with law, policy, and regulation (see FFAC (Local) and (Regulation)).

Elementary Classrooms with Students Identified as Having a "Severe Food Allergy"

In addition to the general procedures outlined in "Elementary Classrooms" above, the following general procedures will be implemented in classrooms where one or more students have been identified as having a Severe Food Allergy:

1. Identification of the classroom as an allergy sensitive room (*e.g.*, Nut Sensitive Classroom).

2. A letter will be sent to parents of students in the classroom identifying the particular allergen(s) and explaining the required procedures. The letter shall not identify the student or students who are diagnosed with the Severe Food Allergy. [See the ***Notification Letter*** template.]

3. Signs identifying the classroom as allergy sensitive will be posted outside the classroom door.

4. Students will not be allowed to eat a snack in the classroom with the identified allergen included as an ingredient. In unique circumstances, with principal approval, a student may be allowed to eat a snack with the identified allergen in an alternative location.

5. Teachers and/or staff assigned to the classroom will monitor snacks brought in by students for the identified allergen When possible, snack items should be in the original packaging, except for fresh fruits and vegetables. For bulk snack items, listed ingredients must be submitted to the classroom teacher or other staff for review. If a snack contains an identified allergen in the listed ingredients, the snack will be placed in the student's lunchbox or backpack and will not be allowed to be consumed in the classroom.

6. Students will be encouraged to wash their hands with soap and water or use hand wipes after snack time.

7. Lunchboxes will be kept outside of the classroom.

~~7.~~8. Elementary classrooms with students identified as having a severe food allergy will have lunch in the cafeteria, including on Early Release days.

~~8.~~9. Teachers and/or staff assigned to the classroom will be trained in the use of epinephrine auto-injectors.

~~9.~~10. Substitute teachers will be alerted to the presence of any students with food allergies and the necessary precautions and procedures.

~~10.~~11. If a parent of a child with a severe food allergy chooses to opt-out of standard allergy precautions (such as classroom signage, other student limiting food allergens in the classroom, and cafeteria seating), requests must be made in writing before the start of each school year or before the student's first day of school if enrolled after the start of the school year.

Elementary Cafeterias

1. All food offered by Lake Travis ISD Food and Nutrition contain no nut ingredients.
2. Designation of a "Nut Sensitive Zone" at the end of each cafeteria table. (Other identified severe food allergens may require a specially designated area, if specified in a student's 504 plan or IEP).
3. Site-based food service managers will follow food allergy alert protocol and special diet for students.
4. All students will be encouraged to wash their hands with soap and water or use hand wipes before and after eating lunch.
5. Students will be discouraged from sharing or trading food and snack items, drinks, straws, or utensils.
6. Lunch monitors/volunteers will not provide any students with food.
7. Custodial department will clean tables per protocol developed by the DFAMT after each class eats lunch.
8. Educational signs/posters placed in the cafeteria.
9. Reasonable meal accommodations will be made for students who have a (1) medical disability that restricts his/her diet and (2) the disability is supported by a medical statement signed by an MD, DO, NP, or APRN. For More information related to special dietary needs, see "Special Dietary Needs" on the Food

and Nutrition website located at www.ltisdschools.org/foodallergy.

Elementary Common Areas

Common areas include shared instructional spaces such as the library, computer labs, arts rooms, science rooms, gyms, etc.

1. If a campus has a student with a documented Severe Food Allergy, the common areas will follow the same general procedures outlined above, to the extent necessary and appropriate.

2. If an adult-only event is held in a common area, the allergy protocols do not have to be followed. However, the principal is responsible for coordinating with the custodians and ensuring that the common area is cleaned subsequent to the event according to cleaning protocols approved by the DFAMT.

Elementary Classroom Parties

Elementary classrooms are allowed up to 6 exemption days per school year where USDA Smart Snacks in Schools Guidelines do not have to be followed. Elementary campuses will designate these exemption days (*e.g.*, winter party, end-of-year party, etc.). On these days, the following general procedures will be implemented in classrooms where one or more students have been identified as having a Severe Food Allergy:

1. Food brought into the classroom must be store-bought or purchased from LTISD Food & Nutrition Services. Other than fruits and vegetables, food must be delivered to the classroom in the original packaging.

2. Teachers and/or staff assigned to the classroom will monitor the food brought in by students/parents for the identified allergen. Students/parents will not be allowed to bring in food with the identified allergen listed as an ingredient.

Elementary Birthday Celebrations

Birthdays will no longer be celebrated in the classroom with food. On a student's birthday, the student will receive a birthday coupon for a treat intended to be redeemed in the cafeteria. Parents, grandparents and family members are welcome to join their child for lunch. For students whose birthdays occur on a non-instructional day, they will receive/redeem their coupon on another instructional day.

Elementary Bus Transportation

When a student(s) identified as having a Severe Food Allergy is attending a field trip or other school-sponsored event, the following protocols should be followed:

Elementary Field Trips or School-Sponsored Events

1. Teachers should evaluate scheduled field trips or other school-sponsored activities as early as possible and collaborate with the necessary staff to determine whether the location is appropriate and identify appropriate accommodations that allow the student(s) to participate. In particular, careful planning and attention should be given when a field trip is scheduled to attend a food-based location (e.g., lunch at a restaurant or trip to a food production facility).
2. Teachers and/or administration shall ensure that an individual properly trained in emergency administration of medications also attends the event.
3. Teachers should follow the same protocols for lunch and snack as is used in the classroom and cafeteria on their campus, when possible. After eating, students should be encouraged to wash hands or use hand wipes.
4. Bus drivers will be trained annually on the administration of epinephrine auto-injectors.

When student(s) identified as having a Severe Food Allergy are being transported to and from school or school-sponsored activities, the following protocols should be followed:

1. To the extent possible, food should not be consumed on the bus. Exceptions can be made for long trips and emergency situations.
2. Advise the bus driver of a student's allergy and individual needs.
3. Consider assigned bus seating (i.e., students with food allergies can sit at front of the bus or can be paired with a "bus buddy").
4. Bus drivers will be trained annually on the administration of epinephrine auto-injectors.

Elementary Extended Care, Enrichment Programs, and Summer Camp Programs

Community Programs staff shall comply with the following for its Extended Care, Enrichment, and Summer Camp Programs if a student in attendance is identified as having a Severe Food Allergy:

1. Collaboration with campus staff to identify needs of students with a Severe Food Allergy.

2. Snacks will be consumed in the cafeteria or in another designated area as needed. Exceptions to this will be made for enrichment cooking classes or other extenuating circumstances with approval by the site supervisor.
3. Snacks provided by Community Programs will not contain any nut ingredients.
4. Designation of a "Nut Sensitive Zone" at the end of each cafeteria table, if necessary. (Other identified food allergens may require a specially designated area as well, if specified in a student's 504 plan or IEP).
5. Students will be encouraged to wash their hands or use hand wipes upon completion of eating their snack.
6. Students will be discouraged from sharing or trading food and snack items, drinks, straws, or utensils.
7. Custodial department will clean tables or other designated space per protocol developed by the DFAMT after all students are done eating snack.
8. Community Programs staff will be trained annually on the administration of epinephrine auto-injectors.

Elementary Food Events During School Hours

Principals, in collaboration with school nurses, are responsible for communicating the Severe Food Allergies that exist on their campus and the procedures in this Regulation to any organization (e.g., PTO/PTA, Booster Clubs, etc.) that brings food for student events during the school day. The decisions about what types of food will be served should be communicated to parents.

Elementary Food Events Outside of School Hours

For District-related events (*i.e.*, curricular or extracurricular) that occur after school hours or events sponsored by school-related entities (such as booster clubs, PTO/PTAs), the follow protocols will be followed:

1. Organizers of the event should collaborate with campus administration and/or staff to evaluate the event and the specific Severe Food Allergies at that campus.
2. Organizers of the event shall not use food items containing nuts as a prize or reward, and should limit the use of food as prizes or rewards all together.

3. When a food vendor is used for an event, the organizer of the event will inform parents of the vendor(s) at least 1 week prior to the event, so that parents will have an opportunity to review relevant ingredient lists.
4. When possible, a specific area should be designated for the consumption of food and signs posted requesting that food not be consumed outside of the designated area.
5. Hand washing and/or hand wipes should be made available, when practicable.
6. Other accommodations should be considered based on individual student needs in order to provide an equal opportunity for participation.

All other individual accommodations a student with a Severe Food Allergy needs should be addressed through an IHP, 504 plan, or IEP. [See STUDENTS AT RISK FOR ANAPHYLAXIS, below]

Secondary Campuses

Secondary students are generally able to monitor their own health needs and carry and self-administer the medications prescribed for anaphylaxis. The District also believes it is appropriate to encourage and teach secondary students the importance of self-advocacy and self-regulation related to their food allergy needs.

Environmental Controls

The District's general procedures to reduce the risk of exposure to common food allergens **AT ALL SECONDARY CAMPUSES** will include:

All Secondary Classrooms

1. Limit the use of food for consumption in classroom(s) and other learning environments for instructional purposes, and encourage the use of non-food items for classroom events/activities.
2. Implement appropriate cleaning protocols approved by DFAMT.
3. Maintain stock epinephrine auto-injectors on the campus and administer them in accordance with law, policy, and regulation (see FFAC (Legal), (Local) and (Regulation)).

Secondary Cafeterias

1. Site-based food service managers will follow food allergy alert protocol and special diet for students.
2. Students will be discouraged from sharing or trading food and snack items, drinks, straws, or utensils.
3. All students will be encouraged to wash their hands with soap and water or use hand wipes before and after eating lunch.

4. Lunch monitors/volunteers will not provide any students with food.
5. Custodial department will clean tables per protocol developed by the DFAMT after each group eats lunch.
6. Reasonable meal accommodations will be made for students who have a (1) medical disability that restricts his/her diet and (2) the disability is supported by a medical statement signed by an MD, DO, NP, or APRN. For More information related to special dietary needs, see "Special Dietary Needs" on the Food and Nutrition website located at www.ltisdschools.org/foodallergy.

Secondary Field Trips or School-Sponsored Events

When a student(s) identified as having a Severe Food Allergy is attending a field trip or other school-sponsored event, the following protocols should be followed:

1. Teachers or sponsors should evaluate scheduled field trips or other school-sponsored activities as early as possible and collaborate with the school nurse and other necessary staff to determine whether the location is appropriate and identify appropriate accommodations that allow the student(s) to participate. In particular, careful planning and attention should be given when a field trip is scheduled to attend a food-based location (e.g., lunch at a restaurant or trip to a food production facility).
2. After eating, students should be encouraged to wash hands with soap and water or use hand wipes.
3. Teachers and/or administration shall ensure that an individual properly trained in emergency administration of medications also attends the trip or event.
4. Bus drivers will be trained annually on the administration of epinephrine auto-injectors.

Secondary Bus Transportation

When student(s) identified as having a Severe Food Allergy are being transported to and from school or school-sponsored activities, the following protocols should be followed:

1. To the extent possible, food should not be consumed on the bus. Exceptions can be made for long trips and emergency situations.
2. Advise the transportation department and bus driver of a student's allergy and individual needs.

3. Bus drivers will be trained annually on the administration of epinephrine auto-injectors.

All other individual accommodations a student with a Severe Food Allergy needs should be addressed through an IHP, 504 plan, or IEP. [See STUDENTS AT RISK FOR ANAPHYLAXIS, below]

REVIEW

The FAMP and related District policies will be reviewed at least annually by the DFAMT.

INFORMATION REQUEST

The District will use the following method for requesting specific allergy information from the parent of a student with a diagnosed food allergy [see FD]:

1. All new students will be provided the ***Student Health History Form*** with specific questions targeting food allergies and life threatening allergies. The campus registrar is responsible for reviewing the information provided on the form and for providing a copy of the form to the campus nurse for any student identified as having a life threatening food allergy or that needs an epi-pen.

2. All returning students will be required to verify their ***Student Health History Form*** online and indicate whether the information is the same or whether it needs updated with any new information. The campus nurse will be notified of any changes to this form and will determine whether the student is identified as a having a life threatening food allergy or needs an epi-pen.

STUDENTS AT RISK FOR ANAPHYLAXIS

Identification

When a student is first identified as having a Severe Food Allergy, and on an annual basis thereafter, the campus nurse will send to the parent a ***Letter Requesting Additional Documentation For Students Identified As Having A Severe Food Allergy*** requesting that the parent provide the following documents to be completed by the parent and/or an MD, DO, NP, or APRN:

1. ***Food Allergy & Anaphylaxis Emergency Care Plan*** ("FARE") form;

2. ~~***LTISD Food and Nutrition Services Food Allergy/Intolerance Notification*** ("FANS")~~ Medical Meal Accommodations form (*Not required to be updated annually; only required if changes to allergies have been identified);

3. ***Self-Carry/Administration of Medication Authorization***, if applicable;

4. ***Request for Medication Administration***, if applicable;
5. ***Release/Consent to Request Medical Information***; and
6. Any additional information or documentation regarding the signs and symptoms of an anaphylactic reaction that the student might experience.

Additional Steps

Upon receipt of the above-listed forms for a student, the following actions shall occur:

1. The campus nurve emails an electronic copy of the FANS form to the FANS department.
    a. The FANS department inputs the information into the point-of-sale system.
    b. The FANS department saves the document in a shared FANS / Nurse drive.
    c. The FANS department will follow up with the student's ~~doctor or~~ parent or healthcare provider for additional information, if necessary.
2. The campus nurse provides a copy of the FARE form to the appropriate school officials with a legitimate educational interest in the information (e.g., teachers, aides, field trip organizers, transportation personnel, other staff assigned to the student, etc.). The campus nurse will answer any questions and provide necessary training for a student's unique needs. The campus nurse fills out the ***Emergency Health Care Plan Review*** receipt with which to identify staff who have been updated on that student's needs.
    3. The campus nurse keeps a copy of the FARE form and Emergency Health Care Plan Review receipt in his/her Emergency Action Plan binder located in the nurse's office.

Post-Identification

The campus nurse will use documents completed by the parent and an MD, DO, NP, or APRN to develop an IHP for the student, if more guidance than provided on the FAMP is necessary. The campus nurse will collaborate with parents to gather additional information as needed.

This process may also be done through a Section 504 committee or ARD committee, as applicable and appropriate. See "Eligibility for Accommodations Under Federal Law," below.

Eligibility For Accommodations Under Federal Law

Upon receipt of the identification information above, all students with a severe food allergy will be referred for §504 consideration.

Based on this review, if a student is in need of a referral for a §504 evaluation, a Section 504 committee will convene to determine if accommodations, including substitutions and other school support services, are necessary for the student to receive a free appropriate public education (FAPE) under Section 504 of the Rehabilitation Act. If the committee determines that the student needs these accommodations to participate successfully and safely in the learning environment, the committee will develop a Section 504 plan. [Also see FB]

Additionally, a student with a disability who is thought to be in need of special education and related services shall be referred for formal evaluation in accordance with law. [See EHBAA(LEGAL)]

To the extent that the use of epinephrine for a food allergy is not a required service or support addressed in a student's Section 504 plan or individualized education program (IEP), a FAAP/EAP, or IHP does not constitute a service or accommodation under Section 504 or the Individuals with Disabilities Education Act (IDEA).

Review

Individual care plans and procedures will be reviewed periodically and after a student's anaphylactic reaction at school or at a school-related activity.

After an Anaphylactic Reaction

If a student experiences an anaphylactic reaction at school or at a school-related activity, the school nurse or athletic trainer will submit the ***Anaphylaxis Incident Report*** form to the campus principal within 2 school days.

Response

After a student's anaphylactic reaction, the Campus Food Allergy Management Team, Section 504 committee, or ARD committee, as applicable, will:

1. Review the Anaphylaxis Incident Report Form.
2. Review the student's FAAP/EAP, IHP, Section 504 Plan, and/or IEP, as applicable, to address any changes needed or made by the student's healthcare provider.
3. If an epinephrine auto-injector was used during the reaction, the campus nurse will remind the parent/guardian to obtain a replacement for the school.

4. If a stock epinephrine auto-injector was used during the reaction, the campus nurse and District Epinephrine Coordinator will submit the required reports. [See FFAC (LOCAL) and (REGULATION)]

5. If the allergic reaction is thought to be from food provided by the school food service, work with the school food service department to ascertain what potential food item was served/consumed and how to reduce risk in the cafeteria by reviewing food labels, minimizing cross-contamination, and other strategies.

STUDENT HEALTH PLANS FOR OTHER MEDICAL CONDITIONS

If required for the student to remain in the school setting, an IHP will be implemented.

If applicable, a student's IHP must be coordinated with his or her Section 504 or IEP plan.

FORMS:

Notification Letter for Classroom of Student with Severe Food Allergy

Student Health History

Letter Requesting Additional Documentation For Students Identified As Having A Severe Food Allergy

Food Allergy & Anaphylaxis Emergency Care Plan (FARE Plan)

~~LTISD Food and Nutrition Services Allergy/Intolerance Notification~~ Medical Meal Accommodations Form

Self-Carry/Administration of Medication Authorization

Request for Medication Administration

Release/Consent to Request Medical Information

Food Allergy Action Plan (a.k.a. Emergency Action Plan Review)

IHP Guidance for §504 Consideration

Anaphylaxis Incident Report

DEFINITIONS

In accordance with state guidelines, and for the purposes of these procedures, the following definitions will apply.

Food Intolerance	An unpleasant reaction to a food that, unlike a food allergy, does not involve an immune system response or the release of histamine. Food intolerance is not life-threatening.
Allergen	Any substance, often a protein, that induces an allergy.
Allergic Reaction	An immune-mediated reaction to a protein.
Food Allergy	A food allergy is a potentially serious immune-mediated response that develops after ingesting or coming into contact with specific foods or food additives. A life-threatening allergic reaction to food usually takes place within a few minutes to several hours after exposure to the allergen.
Severe Food Allergy	An allergy that might cause an anaphylactic reaction.
Anaphylactic Reaction	A serious allergic reaction that is rapid in onset and may cause death.
Food Allergy Management Plan (FAMP)	A plan developed and implemented by the District that includes general procedures to limit the risk posed to students with food allergies and specific procedures to address the care of students with a diagnosed food allergy who are at risk for anaphylaxis.
Food Allergy Action Plan (FAAP)	A personalized plan written by a health-care provider that specifies the delivery of accommodations and services needed by a student with a food allergy and actions to be taken in the event of an allergic reaction. (Also known as an Emergency Action Plan (EAP) or Emergency Care Plan (ECP)).
Individualized Health-Care Plan (IHP)	A plan written by a school nurse based on orders written by a health-care provider that details accommodations or nursing services to be provided to a student because of the student's medical condition.

DISTRICT FOOD ALLERGY MANAGEMENT TEAM (DFAMT)

The Superintendent has designated the following individuals to serve as the District Food Allergy Management Team (DFAMT):

- Director of Health & Social Emotional Learning
- District Registered Dietitian Nutritionist and/or Director of Food and Nutrition

- Lead Nurse
- Special Services Coordinator
- Senior Director of Food Services and Transportation
- Senior Director of Maintenance and Operations

Responsibilities

The District Food Allergy Management Team will:

1. Coordinate the development and ensure implementation of the District's FAMP.
2. Be responsible for disseminating applicable District policies, procedures, and the FAMP.
3. Develop, or assist in the development of, food allergy request, notice, and incident report forms, as well as District-approved forms for FAAP/EAPs, and IHPs.
4. Ensure that specific food allergy information is requested from parents and students of the District.
5. Develop and assist in the implementation of proper cleaning protocols for different environments (*e.g.*, classrooms, cafeteria tables, etc.).
6. Pursue ongoing, specialized training in the management of food allergies in the school setting.
7. Ensure specialized training is received by any other employees responsible for development, implementation, and monitoring of the District's FAMP.
8. Provide general food allergy awareness training to employees. [See "Training," below]
9. Develop general strategies for reducing exposure to common food allergens at District facilities and activities. [See "Environmental Controls," below]
10. Coordinate the composition, responsibilities, and procedures of campus food allergy management teams (FAMTs), if applicable.
11. Ensure that employees and other individuals supervising a student with a diagnosed severe food allergy receive training, as necessary, regarding implementation of the student's FAAP/EAP, IHP, Section 504 plan and/or IEP, as applicable,

and on specific strategies to reduce the risk of the student's exposure to the diagnosed allergen.

12. Develop procedures related to student self-administration of allergy medicine, including epinephrine auto-injectors prescribed to a student. [See FFAC]

13. The Lead Nurse will coordinate with the District's record management officer to develop and implement procedures for record retention. [See FD and FL]

14. The Lead Nurse will collect and maintain incident reports after a student's anaphylactic reaction at school or at a school-related activity.

15. Review procedures after an anaphylactic reaction by a student at school or at a school-related activity.

16. Review the FAMP and related District policies and procedures each Fall semester , including any recommendations from CFAMTs or school health advisory councils (SHAC).

17. Develop procedures for response to fatal reactions.

CAMPUS FOOD ALLERGY MANAGEMENT TEAMS (CFAMT)

A Campus Food Allergy Management Team (CFAMT) will be created at each campus and include, at a minimum, the following individuals:

- Administrator
- Nurse
- Counselor (optional)
- 504 Coordinator
- Custodial Representative
- Food and Nutrition Services (FANS) Representative

Additional staff may be included when a student requires an individual care plan.

Responsibilities

The CFAMT will engage in the following for each campus:

1. Assist in the development, implementation, and monitoring of the District's FAMP.

2. Be responsible for disseminating applicable District policies, procedures, and the FAMP.

3. Ensure that specific food allergy information is requested from parents and students of the campus. [See FD and the student handbook]

4. Pursue ongoing, specialized training in the management of food allergies in the school setting.

5. Ensure specialized training is received by any other employees responsible for development, implementation, and monitoring of the District's FAMP.

6. Provide general food allergy awareness training to employees. [See "Training", below]

7. Implement general strategies for reducing exposure to common food allergens at campus facilities and activities. [See "Environmental Controls," below]

8. Implement the FAAP/EAP, IHP, Section 504 plans and/or IEP, as applicable, for a student with a diagnosed severe food allergy.

9. Ensure that employees and other individuals on the campus who supervise a student with a diagnosed severe food allergy receive training, as necessary, regarding implementation of the student's FAAP/EAP, IHP, Section 504 plan and/or IEP, as applicable, and on specific strategies to reduce the risk of the student's exposure to the diagnosed allergen.

10. Implement procedures related to a student's self-administration of allergy medicine, including epinephrine auto-injectors prescribed to the student. [See FFAC]

11. Implement procedures for record retention developed by the Lead Nurse and record management officer. [See FD and FL]

12. Review Anaphylaxis Incident Report forms after an anaphylactic reaction by a student at school or at a school-related activity and review plans/procedures for the student.

13. Review the FAMP and related District policies and procedures each Fall semester and provide input to the DFAMT.

    Implement, if necessary, procedures for response to fatal reactions.

FOOD ALLERGY MANAGEMENT PLAN

The District's FAMP will include the following components:

GENERAL PROCEDURES

Training

At the beginning of each school year, the District will provide specialized training to the employees on the DFAMT and CFAMT.

On an annual basis, the District will provide general food allergy awareness training to all employees that addresses:

1. The FAMP and applicable District policies and procedures;
2. General strategies to reduce the risk of exposure to common food allergens;
3. Signs and symptoms of severe allergic reactions; and
4. Emergency response in the event of an anaphylactic reaction at school or at a school-related activity;

The District will provide general food allergy awareness training to all substitutes during Sub University training.

Environmental Controls

The District's general procedures to reduce the risk of exposure to common food allergens **AT ALL ELEMENTARY CAMPUSES** will include:

All Elementary Classrooms

1. Limit the use of food in classroom(s) and other learning environments for instructional purposes, and encourage the use of non-food items for classroom events/activities.
2. No food item will be given to students for consumption, unless otherwise allowed or specified by a student's 504 plan or IEP. If a student needs a snack or an alternative snack during snack time, a teacher or other staff member may provide a snack that is USDA Smart Snack compliant (however, be especially cognizant of any students with food allergies and do not serve them any foods without parent permission).
3. Educate students about proper hand washing times and techniques to reduce the risk of exposure to food allergens.
4. Implement appropriate cleaning protocols approved by DFAMT.
5. Maintain stock epinephrine auto-injectors on the campus and administer them in accordance with law, policy, and regulation (see FFAC (Local) and (Regulation)).

Elementary Classrooms with Students Identified as Having a "Severe Food Allergy"

In addition to the general procedures outlined in "Elementary Classrooms" above, the following general procedures will be implemented in classrooms where one or more students have been identified as having a Severe Food Allergy:

1. Identification of the classroom as an allergy sensitive room (*e.g.*, Nut Sensitive Classroom).
2. A letter will be sent to parents of students in the classroom identifying the particular allergen(s) and explaining the required procedures. The letter shall not identify the student or students who are diagnosed with the Severe Food Allergy. [See the ***Notification Letter*** template.]
3. Signs identifying the classroom as allergy sensitive will be posted outside the classroom door.
4. Students will not be allowed to eat a snack in the classroom with the identified allergen included as an ingredient. In unique circumstances, with principal approval, a student may be allowed to eat a snack with the identified allergen in an alternative location.
5. Teachers and/or staff assigned to the classroom will monitor snacks brought in by students for the identified allergen When possible, snack items should be in the original packaging, except for fresh fruits and vegetables. For bulk snack items, listed ingredients must be submitted to the classroom teacher or other staff for review. If a snack contains an identified allergen in the listed ingredients, the snack will be placed in the student's lunchbox or backpack and will not be allowed to be consumed in the classroom.
6. Students will be encouraged to wash their hands with soap and water or use hand wipes after snack time.
7. Lunchboxes will be kept outside of the classroom.
8. Elementary classrooms with students identified as having a severe food allergy will have lunch in the cafeteria, including on Early Release days.
9. Teachers and/or staff assigned to the classroom will be trained in the use of epinephrine auto-injectors.

10. Substitute teachers will be alerted to the presence of any students with food allergies and the necessary precautions and procedures.
11. If a parent of a child with a severe food allergy chooses to opt-out of standard allergy precautions (such as classroom signage, other student limiting food allergens in the classroom, and cafeteria seating), requests must be made in writing before the start of each school year or before the student's first day of school if enrolled after the start of the school year.

Elementary Cafeterias

1. All food offered by Lake Travis ISD Food and Nutrition contain no nut ingredients.
2. Designation of a "Nut Sensitive Zone" at the end of each cafeteria table. (Other identified severe food allergens may require a specially designated area, if specified in a student's 504 plan or IEP).
3. Site-based food service managers will follow food allergy alert protocol and special diet for students.
4. All students will be encouraged to wash their hands with soap and water or use hand wipes before and after eating lunch.
5. Students will be discouraged from sharing or trading food and snack items, drinks, straws, or utensils.
6. Lunch monitors/volunteers will not provide any students with food.
7. Custodial department will clean tables per protocol developed by the DFAMT after each class eats lunch.
8. Educational signs/posters placed in the cafeteria.
9. Reasonable meal accommodations will be made for students who have a (1) medical disability that restricts his/her diet and (2) the disability is supported by a medical statement signed by an MD, DO, NP, or APRN. For More information related to special dietary needs, see "Special Dietary Needs" on the Food and Nutrition website located at www.ltisdschools.org/foodallergy.

Elementary Common Areas

Common areas include shared instructional spaces such as the library, computer labs, arts rooms, science rooms, gyms, etc.

1. If a campus has a student with a documented Severe Food Allergy, the common areas will follow the same general procedures outlined above, to the extent necessary and appropriate.

2. If an adult-only event is held in a common area, the allergy protocols do not have to be followed. However, the principal is responsible for coordinating with the custodians and ensuring that the common area is cleaned subsequent to the event according to cleaning protocols approved by the DFAMT.

Elementary Classroom Parties

Elementary classrooms are allowed up to 6 exemption days per school year where USDA Smart Snacks in Schools Guidelines do not have to be followed. Elementary campuses will designate these exemption days (*e.g.*, winter party, end-of-year party, etc.). On these days, the following general procedures will be implemented in classrooms where one or more students have been identified as having a Severe Food Allergy:

1. Food brought into the classroom must be store-bought or purchased from LTISD Food & Nutrition Services. Other than fruits and vegetables, food must be delivered to the classroom in the original packaging.

2. Teachers and/or staff assigned to the classroom will monitor the food brought in by students/parents for the identified allergen. Students/parents will not be allowed to bring in food with the identified allergen listed as an ingredient.

Elementary Birthday Celebrations

Birthdays will no longer be celebrated in the classroom with food. On a student's birthday, the student will receive a birthday coupon for a treat intended to be redeemed in the cafeteria. Parents, grandparents and family members are welcome to join their child for lunch. For students whose birthdays occur on a non-instructional day, they will receive/redeem their coupon on another instructional day.

Elementary Bus Transportation

When a student(s) identified as having a Severe Food Allergy is attending a field trip or other school-sponsored event, the following protocols should be followed:

Elementary Field Trips or School-Sponsored Events

1. Teachers should evaluate scheduled field trips or other school-sponsored activities as early as possible and collaborate with

the necessary staff to determine whether the location is appropriate and identify appropriate accommodations that allow the student(s) to participate. In particular, careful planning and attention should be given when a field trip is scheduled to attend a food-based location (e.g., lunch at a restaurant or trip to a food production facility).

2. Teachers and/or administration shall ensure that an individual properly trained in emergency administration of medications also attends the event.
3. Teachers should follow the same protocols for lunch and snack as is used in the classroom and cafeteria on their campus, when possible. After eating, students should be encouraged to wash hands or use hand wipes.
4. Bus drivers will be trained annually on the administration of epinephrine auto-injectors.

When student(s) identified as having a Severe Food Allergy are being transported to and from school or school-sponsored activities, the following protocols should be followed:

1. To the extent possible, food should not be consumed on the bus. Exceptions can be made for long trips and emergency situations.
2. Advise the bus driver of a student's allergy and individual needs.
3. Consider assigned bus seating (i.e., students with food allergies can sit at front of the bus or can be paired with a "bus buddy").
4. Bus drivers will be trained annually on the administration of epinephrine auto-injectors.

Elementary Extended Care, Enrichment Programs, and Summer Camp Programs

Community Programs staff shall comply with the following for its Extended Care, Enrichment, and Summer Camp Programs if a student in attendance is identified as having a Severe Food Allergy:

1. Collaboration with campus staff to identify needs of students with a Severe Food Allergy.

2. Snacks will be consumed in the cafeteria or in another designated area as needed. Exceptions to this will be made for enrichment cooking classes or other extenuating circumstances with approval by the site supervisor.
3. Snacks provided by Community Programs will not contain any nut ingredients.
4. Designation of a "Nut Sensitive Zone" at the end of each cafeteria table, if necessary. (Other identified food allergens may require a specially designated area as well, if specified in a student's 504 plan or IEP).
5. Students will be encouraged to wash their hands or use hand wipes upon completion of eating their snack.
6. Students will be discouraged from sharing or trading food and snack items, drinks, straws, or utensils.
7. Custodial department will clean tables or other designated space per protocol developed by the DFAMT after all students are done eating snack.
8. Community Programs staff will be trained annually on the administration of epinephrine auto-injectors.

Elementary Food Events During School Hours

Principals, in collaboration with school nurses, are responsible for communicating the Severe Food Allergies that exist on their campus and the procedures in this Regulation to any organization (e.g., PTO/PTA, Booster Clubs, etc.) that brings food for student events during the school day. The decisions about what types of food will be served should be communicated to parents.

Elementary Food Events Outside of School Hours

For District-related events (*i.e.*, curricular or extracurricular) that occur after school hours or events sponsored by school-related entities (such as booster clubs, PTO/PTAs), the follow protocols will be followed:

1. Organizers of the event should collaborate with campus administration and/or staff to evaluate the event and the specific Severe Food Allergies at that campus.
2. Organizers of the event shall not use food items containing nuts as a prize or reward, and should limit the use of food as prizes or rewards all together.

3. When a food vendor is used for an event, the organizer of the event will inform parents of the vendor(s) at least 1 week prior to the event, so that parents will have an opportunity to review relevant ingredient lists.
4. When possible, a specific area should be designated for the consumption of food and signs posted requesting that food not be consumed outside of the designated area.
5. Hand washing and/or hand wipes should be made available, when practicable.
6. Other accommodations should be considered based on individual student needs in order to provide an equal opportunity for participation.

All other individual accommodations a student with a Severe Food Allergy needs should be addressed through an IHP, 504 plan, or IEP. [See STUDENTS AT RISK FOR ANAPHYLAXIS, below]

Secondary Campuses

Secondary students are generally able to monitor their own health needs and carry and self-administer the medications prescribed for anaphylaxis. The District also believes it is appropriate to encourage and teach secondary students the importance of self-advocacy and self-regulation related to their food allergy needs.

Environmental Controls

The District's general procedures to reduce the risk of exposure to common food allergens **AT ALL SECONDARY CAMPUSES** will include:

All Secondary Classrooms

1. Limit the use of food for consumption in classroom(s) and other learning environments for instructional purposes, and encourage the use of non-food items for classroom events/activities.
2. Implement appropriate cleaning protocols approved by DFAMT.
3. Maintain stock epinephrine auto-injectors on the campus and administer them in accordance with law, policy, and regulation (see FFAC (Legal), (Local) and (Regulation)).

Secondary Cafeterias

1. Site-based food service managers will follow food allergy alert protocol and special diet for students.
2. Students will be discouraged from sharing or trading food and snack items, drinks, straws, or utensils.
3. All students will be encouraged to wash their hands with soap and water or use hand wipes before and after eating lunch.

4. Lunch monitors/volunteers will not provide any students with food.
5. Custodial department will clean tables per protocol developed by the DFAMT after each group eats lunch.
6. Reasonable meal accommodations will be made for students who have a (1) medical disability that restricts his/her diet and (2) the disability is supported by a medical statement signed by an MD, DO, NP, or APRN. For More information related to special dietary needs, see "Special Dietary Needs" on the Food and Nutrition website located at www.ltisdschools.org/foodallergy.

Secondary Field Trips or School-Sponsored Events

When a student(s) identified as having a Severe Food Allergy is attending a field trip or other school-sponsored event, the following protocols should be followed:

1. Teachers or sponsors should evaluate scheduled field trips or other school-sponsored activities as early as possible and collaborate with the school nurse and other necessary staff to determine whether the location is appropriate and identify appropriate accommodations that allow the student(s) to participate. In particular, careful planning and attention should be given when a field trip is scheduled to attend a food-based location (e.g., lunch at a restaurant or trip to a food production facility).
2. After eating, students should be encouraged to wash hands with soap and water or use hand wipes.
3. Teachers and/or administration shall ensure that an individual properly trained in emergency administration of medications also attends the trip or event.
4. Bus drivers will be trained annually on the administration of epinephrine auto-injectors.

Secondary Bus Transportation

When student(s) identified as having a Severe Food Allergy are being transported to and from school or school-sponsored activities, the following protocols should be followed:

1. To the extent possible, food should not be consumed on the bus. Exceptions can be made for long trips and emergency situations.
2. Advise the transportation department and bus driver of a student's allergy and individual needs.

3. Bus drivers will be trained annually on the administration of epinephrine auto-injectors.

All other individual accommodations a student with a Severe Food Allergy needs should be addressed through an IHP, 504 plan, or IEP. [See STUDENTS AT RISK FOR ANAPHYLAXIS, below]

REVIEW

The FAMP and related District policies will be reviewed at least annually by the DFAMT.

INFORMATION REQUEST

The District will use the following method for requesting specific allergy information from the parent of a student with a diagnosed food allergy [see FD]:

1. All new students will be provided the ***Student Health History Form*** with specific questions targeting food allergies and life threatening allergies. The campus registrar is responsible for reviewing the information provided on the form and for providing a copy of the form to the campus nurse for any student identified as having a life threatening food allergy or that needs an epi-pen.

2. All returning students will be required to verify their ***Student Health History Form*** online and indicate whether the information is the same or whether it needs updated with any new information. The campus nurse will be notified of any changes to this form and will determine whether the student is identified as a having a life threatening food allergy or needs an epi-pen.

STUDENTS AT RISK FOR ANAPHYLAXIS

Identification

When a student is first identified as having a Severe Food Allergy, and on an annual basis thereafter, the campus nurse will send to the parent a ***Letter Requesting Additional Documentation For Students Identified As Having A Severe Food Allergy*** requesting that the parent provide the following documents to be completed by the parent and/or an MD, DO, NP, or APRN:

1. ***Food Allergy & Anaphylaxis Emergency Care Plan*** (“FARE”) form;

2. Medical Meal Accommodations form (*Not required to be updated annually; only required if changes to allergies have been identified);

3. ***Self-Carry/Administration of Medication Authorization***, if applicable;

4. ***Request for Medication Administration***, if applicable;

5. ***Release/Consent to Request Medical Information***; and

6. Any additional information or documentation regarding the signs and symptoms of an anaphylactic reaction that the student might experience.

Additional Steps

Upon receipt of the above-listed forms for a student, the following actions shall occur:

1. The campus nurse emails an electronic copy of the FANS form to the FANS department.

    a. The FANS department inputs the information into the point-of-sale system.

    b. The FANS department saves the document in a shared FANS / Nurse drive.

    c. The FANS department will follow up with the student's parent or healthcare provider for additional information, if necessary.

2. The campus nurse provides a copy of the FARE form to the appropriate school officials with a legitimate educational interest in the information (e.g., teachers, aides, field trip organizers, transportation personnel, other staff assigned to the student, etc.). The campus nurse will answer any questions and provide necessary training for a student's unique needs. The campus nurse fills out the ***Emergency Health Care Plan Review*** receipt with which to identify staff who have been updated on that student's needs.

    3. The campus nurse keeps a copy of the FARE form and Emergency Health Care Plan Review receipt in his/her Emergency Action Plan binder located in the nurse's office.

Post-Identification

The campus nurse will use documents completed by the parent and an MD, DO, NP, or APRN to develop an IHP for the student, if more guidance than provided on the FAMP is necessary. The campus nurse will collaborate with parents to gather additional information as needed.

This process may also be done through a Section 504 committee or ARD committee, as applicable and appropriate. See "Eligibility for Accommodations Under Federal Law," below.

Eligibility For Accommodations Under Federal Law

Upon receipt of the identification information above, all students with a severe food allergy will be referred for §504 consideration.

Based on this review, if a student is in need of a referral for a §504 evaluation, a Section 504 committee will convene to determine if accommodations, including substitutions and other school support services, are necessary for the student to receive a free appropriate public education (FAPE) under Section 504 of the Rehabilitation Act. If the committee determines that the student needs these accommodations to participate successfully and safely in the learning environment, the committee will develop a Section 504 plan. [Also see FB]

Additionally, a student with a disability who is thought to be in need of special education and related services shall be referred for formal evaluation in accordance with law. [See EHBAA(LEGAL)]

To the extent that the use of epinephrine for a food allergy is not a required service or support addressed in a student's Section 504 plan or individualized education program (IEP), a FAAP/EAP, or IHP does not constitute a service or accommodation under Section 504 or the Individuals with Disabilities Education Act (IDEA).

Review

Individual care plans and procedures will be reviewed periodically and after a student's anaphylactic reaction at school or at a school-related activity.

After an Anaphylactic Reaction

If a student experiences an anaphylactic reaction at school or at a school-related activity, the school nurse or athletic trainer will submit the ***Anaphylaxis Incident Report*** form to the campus principal within 2 school days.

Response

After a student's anaphylactic reaction, the Campus Food Allergy Management Team, Section 504 committee, or ARD committee, as applicable, will:

1. Review the Anaphylaxis Incident Report Form.
2. Review the student's FAAP/EAP, IHP, Section 504 Plan, and/or IEP, as applicable, to address any changes needed or made by the student's healthcare provider.
3. If an epinephrine auto-injector was used during the reaction, the campus nurse will remind the parent/guardian to obtain a replacement for the school.

4. If a stock epinephrine auto-injector was used during the reaction, the campus nurse and District Epinephrine Coordinator will submit the required reports. [See FFAC (LOCAL) and (REGULATION)]

5. If the allergic reaction is thought to be from food provided by the school food service, work with the school food service department to ascertain what potential food item was served/consumed and how to reduce risk in the cafeteria by reviewing food labels, minimizing cross-contamination, and other strategies.

STUDENT HEALTH PLANS FOR OTHER MEDICAL CONDITIONS

If required for the student to remain in the school setting, an IHP will be implemented.

If applicable, a student's IHP must be coordinated with his or her Section 504 or IEP plan.

FORMS:

Notification Letter for Classroom of Student with Severe Food Allergy

Student Health History

Letter Requesting Additional Documentation For Students Identified As Having A Severe Food Allergy

Food Allergy & Anaphylaxis Emergency Care Plan (FARE Plan)

Medical Meal Accommodations Form

Self-Carry/Administration of Medication Authorization

Request for Medication Administration

Release/Consent to Request Medical Information

Food Allergy Action Plan (a.k.a. Emergency Action Plan Review)

IHP Guidance for §504 Consideration

Anaphylaxis Incident Report

LAKE TRAVIS
INDEPENDENT SCHOOL DISTRICT

AGENDA ITEM ACTION SHEET

AGENDA ITEM
Library Services Update

RECOMMENDED ACTION
For Presentation/Discussion only.

RATIONALE
Discussion on Library Services.

BUDGET PROVISIONS
None

RESOURCE PERSONNEL
Stefani Vickery - Assistant Superintendent of Curriculum & Instruction
Amanda Prehn – Director, Curriculum & Instruction (Elementary)

ATTACHMENTS
None

MEETING DATE
February 21, 2024

Library Resources:
Policies and Processes

2024 Updates

Discussion Items

- HB 900 Legislative Updates
- TSLAC guidance
  - Collection development policies - district checklist
- Informal and formal reconsideration process updates
- Library website alignment & refresh
- Campus updates and celebrations

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION

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HB 900
Texas Association of School Administrators (TASA) updates

- 12/2023 - SBOE approved standards proposed by the Texas State Library and Archives Commission (TSLAC) governing school library collection development and sexual content in library books

- TSLAC adopted the standards by due date of 1/2024

- Standards outline acceptable practices for challenging and appealing books and for providing public transparency regarding school library collections

HB 900 (TASA updates, continued)

- 1/2024 - U.S. 5th Circuit upheld the district court's preliminary injunction against the implementation of requirement that booksellers rate books for sexual content
  - Decision cited the bill violates the 1st Amendment
  - Cannot compel publishers and booksellers to participate in a discretionary rating system

- The ruling prohibits ISDs from requiring vendors to rate the books on gender and sex issues

- Rep. Jared Patterson called on OAG to appeal this decision to the U.S. Supreme Court

TSLAC Guidance

TSLAC (Texas State Library and Archives Commission) provided guidance to the State Board of Education regarding collection development policies, which was adopted in January of 2024.

TASB is currently reviewing EF Legal and EF Local Policies to align with these recommendations.

Future Action Items for LTISD:

- Review policies for new collections (ES 8, HS 2) including classroom library collections.
- Update Board on any proposed changes to Policy EF.
- Advise campuses on next steps in regards to these updates.

Informal and Formal Reconsideration Process Updates

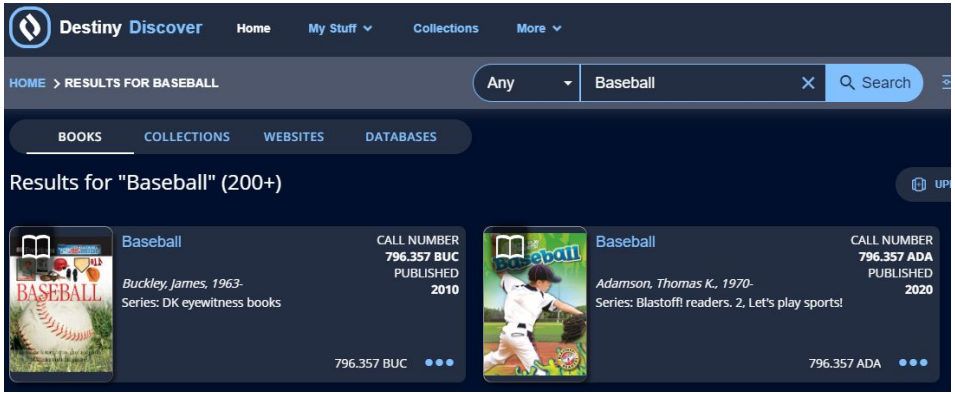
- Informal campus communication
  - New website verbiage
  - Parent communication
- January report
  - Titles reconsiderations
  - Formal & informal decisions
- Committee updates for formal reconsiderations
  - New forms for committees
  - District-wide committee
    - Future recruiting ideas

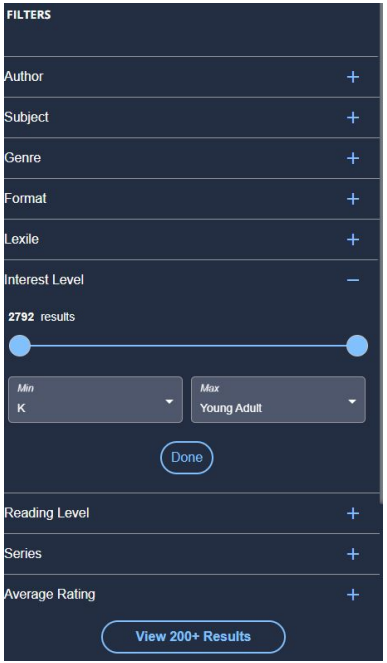


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Campus Updates

- Campus library website redesign
- Patron resource for searching databases





Future Work & Action Items

For Consideration

- Committee applications
  - District communication & recruitment
- Collection development policy implementation
  - Potential policy updates
- Follett (Destiny) Regional Conference
  - New parent engagement features
  - Opt In/Opt Out options
- Vendor comparisons for 2025



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Campus Celebrations













QUESTIONS?

Thank you

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AGENDA ITEM ACTION SHEET

AGENDA ITEM
Middle of the Year Universal Screener Data K-5

RECOMMENDED ACTION
For Presentation/Discussion only.

RATIONALE
LTISD administers middle of the year universal screeners to every K-5 student in reading and math. NWEA MAP Growth (Measures of Academic Progress) data for grades K-5 math and 3-5 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
February 21, 2024

Middle of Year Universal Screener Data

February 21, 2024

Universal Screeners

Purpose:

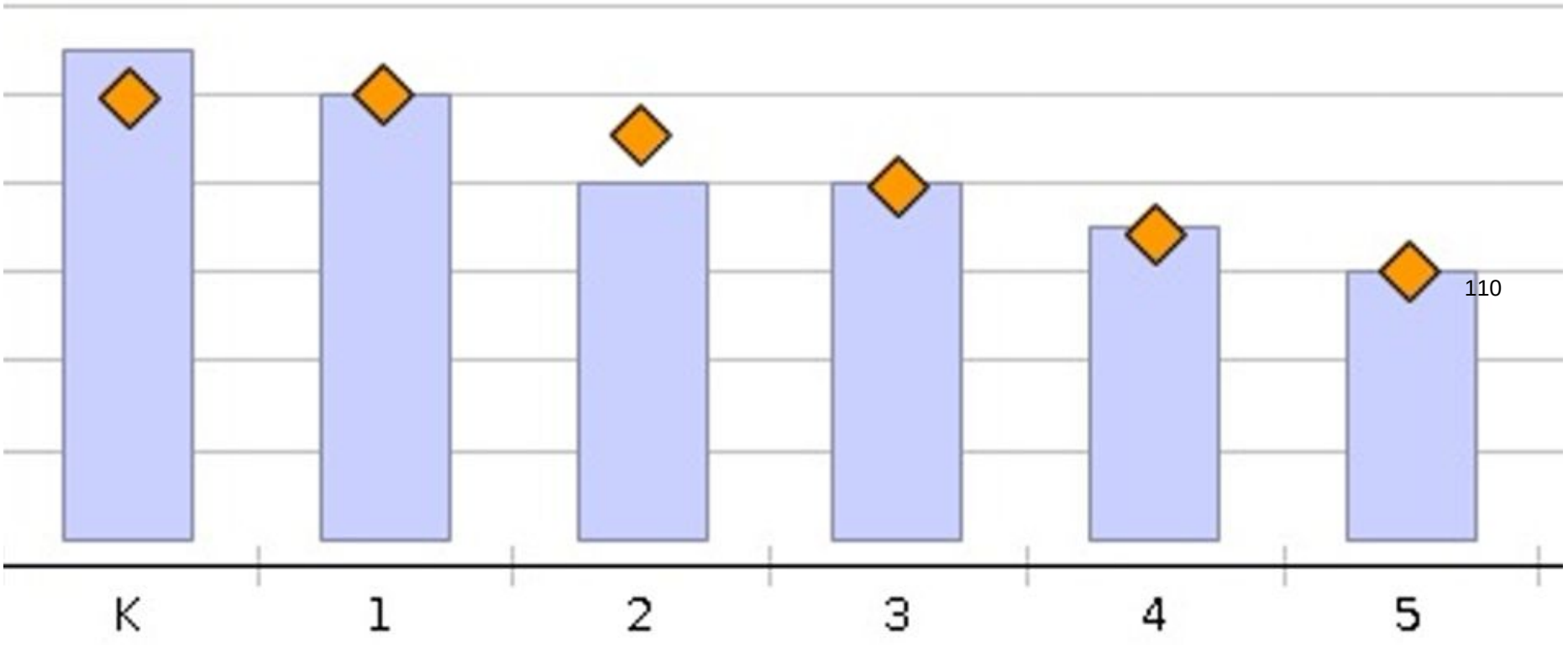
Provides the data educators need to predict gaps in learning in individual students, classrooms, and grade levels. Teachers can provide extra practice and additional, intentional instruction right away, when the learning gaps are still small, to prevent larger learning gaps later.

In LTISD we administer NWEA MAP Growth & Amplify mCLASS.

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

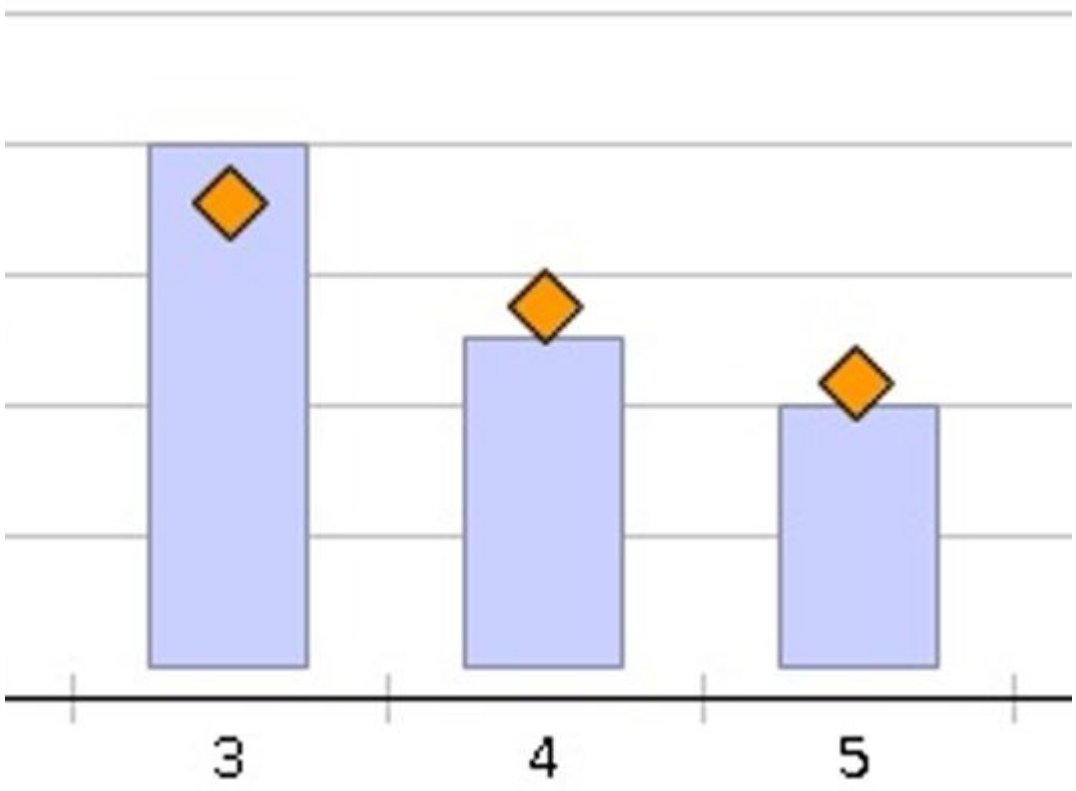
- Universal Screener designed to support growth
- Aligned to the Texas Essential Knowledge and Skills (TEKS)
- Given 3 times a year
  - BOY - September 5-8
  - MOY - January 23-25*
  - EOY - May 7-9
- Available in English and Spanish for grades K-5
- Used as one indicator for progress monitoring for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

MAP Growth Math



Bar is the observed Growth.
Diamond is the Grade-Level Norms Projected Growth

MAP Growth Reading



Bar is the observed Growth.
Diamond is the Grade-Level Norms Projected Growth

MAP Growth
Prediction on STAAR

Math	Not Pass	Pass
2nd Grade	14%	86%
3rd Grade	17%	83%
4th Grade	16%	84%
5th Grade	8%	92%

Reading	Not Pass	Pass
3rd Grade	16%	84%
4th Grade	16%	84%
5th Grade	12%	88%

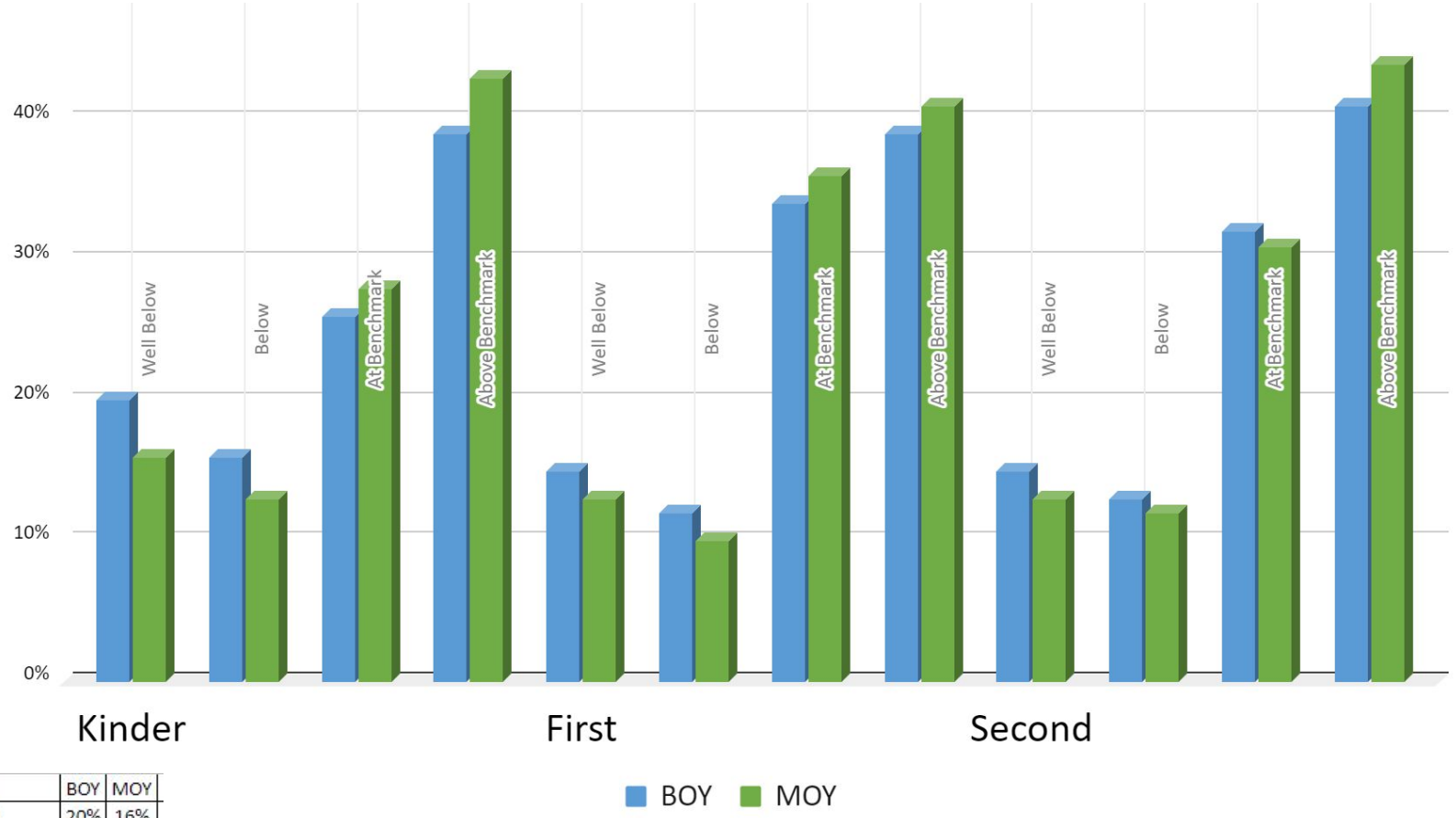
Prediction of Performance on STAAR as of January 2024

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

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

mCLASS Reading K, 1st & 2nd



	Reading	BOY	MOY
Kinder	Well Below	20%	16%
	Below	16%	13%
	At Benchmark	26%	28%
	Above Benchmark	39%	43%
First	Well Below	15%	13%
	Below	12%	10%
	At Benchmark	34%	36%
	Above Benchmark	39%	41%
Second	Well Below	15%	13%
	Below	13%	12%
	At Benchmark	32%	31%
	Above Benchmark	41%	44%

Questions?



AGENDA ITEM ACTION SHEET

AGENDA ITEM
Foreign Exchange Student Waiver

RECOMMENDED ACTION
This item is for presentation/discussion only. Approval will be requested at the March 20, 2024 Board Meeting.

RATIONALE
Every year, Lake Travis High School receives multiple requests to accept foreign exchange students. Although the district welcomes the opportunity to receive foreign exchange students and provide them with a valuable experience, accepting a large number of foreign exchange students within any given year can place an overwhelming burden on the individual school and the district at large. Districts have the opportunity to apply for an expedited foreign exchange student waiver through the Texas Education Agency. TEA will not consider granting waivers for a limitation on the number of foreign exchange students that is less than five per high school.

With board approval, Lake Travis ISD will seek a waiver that limits the number of foreign exchange students for any LTISD school to five.

BUDGET PROVISIONS
None

RESOURCE PERSONNEL
Stefani Vickery - Assistant Superintendent Curriculum and Instruction
Debbie Garinger - Principal, Lake Travis High School

ATTACHMENTS
None

MEETING DATE
February 21, 2024

AGENDA ITEM ACTION SHEET

AGENDA ITEM
January 2024 Monthly Financial Reports-Statement of Revenues and Expenditures, Balance Sheet, Tax Statement and 2018/2023 Capital Projects Report

RECOMMENDED ACTION
For Presentation/Discussion 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-January 2024
2. Balance Sheet- January 2024
3. Tax Statement- January 2024
4. 2018 Capital Projects Report-January 2024
5. 2023 Capital Projects Report- January 2024

MEETING DATE
February 21, 2024

Lake Travis ISD
STATEMENT OF REVENUE AND EXPENDITURES
GENERAL FUND

1/31/2024

		Current Year				Prior Year	
Revenues		**Budget**	**Actual**	**Balance**	**Percent of Budget**	**Cumulative Actual**	**Percent of Actual**
5711	Current Year Tax Revenue	$ 137,512,332	$ 129,610,575	$ 7,901,757	94.25%	$ 138,180,270	86.53%
5700	Other Local Revenues	6,558,000	2,019,422	4,538,578	30.79%	1,184,967	18.04%
5800	State Program Revenue	10,951,868	4,904,288	6,047,580	44.78%	3,366,509	29.34%
5900	Federal Revenue	350,000	54,732	295,268	15.64%	1,543	0.56%
	Total Revenue	**$ 155,372,200**	**$ 136,589,016**	**$ 18,783,184**	**87.91%**	**$ 142,733,289**	**80.19%**
Expenditures							
11	Instruction	$ 66,687,242	$ 31,657,118	$ 35,030,124	47.47%	$29,040,830	45.78%
12	Instructional Resources	1,049,259	467,700	581,559	44.57%	465,864	46.67%
13	Staff Development	1,709,377	538,316	1,171,061	31.49%	616,938	40.54%
21	Instructional Administration	2,175,387	1,020,161	1,155,226	46.90%	780,158	34.98%
23	School Administration	5,642,865	2,508,747	3,134,118	44.46%	2,192,789	41.12%
31	Guidance & Counseling	5,252,853	2,358,658	2,894,195	44.90%	2,074,549	46.72%
32	Social Work Services	201,686	117,457	84,229	58.24%	60,415	39.73%
33	Health Services	1,049,511	466,974	582,537	44.49%	455,917	48.58%
34	Transportation	4,163,000	2,554,193	1,608,807	61.35%	2,025,079	47.04%
35	Food Service	122,601	51,084	71,517	41.67%	43,886	50.71%
36	Co-Curricular Account	2,760,138	1,220,538	1,539,600	44.22%	1,155,765	43.56%
41	General Administration	4,239,304	1,849,649	2,389,655	43.63%	1,722,903	41.78%
51	Plant & Maint. Operation	12,293,248	6,041,333	6,251,915	49.14%	4,886,548	41.31%
52	Security	1,592,018	633,433	958,585	39.79%	422,578	40.13%
53	Non-Inst. Data Processing	3,343,348	1,311,015	2,032,333	39.21%	1,164,166	41.49%
61	Community Services	548,402	210,937	337,465	38.46%	163,438	37.22%
71	Debt Service	300,000	-	300,000	0.00%	34628.5	0.00%
81	Facilities/Construction	40,867	-	40,867	0.00%	-	0.00%
91	State Transfers	46,500,166	-	46,500,166	0.00%	-	0.00%
92	Incremental Cost WADA	-	-	-	0.00%	-	0.00%
93	SPED TRF-Regular Day	45,000	-	45,000	0.00%	-	0.00%
95	JJAEP Transfer Payments	15,000	-	15,000	0.00%	-	0.00%
99	Travis County Appraisal	1,006,000	495,262	510,738	0.31%	434,198	47.48%
	Total Expenditures	**$ 160,737,272**	**$ 53,502,576**	**$ 107,234,696**	**33.29%**	**$47,740,649**	**26.78%**
Other Resources and (Uses)							
7990	Other Resources	1,159,998	1,159,998	-		-	
8990	Other Uses	820,998	-	820,998		-	
8911	Transfers-Out	-	-	-		-	
	Total Resources & Uses	**$ 339,000**	**$ 1,159,998**	**$ 820,998**		**$ -**	

Fund Balance

1200	Excess (Deficiency) Of Revenues Over Expenditures	$ (5,026,072)	$ 84,246,438
3000	Beginning Fund Balance 9/1	$ 46,036,267	
3000	Ending Fund Balance 8/31	**$ 41,010,195**	
3590	Committed Fund Balance	**$ 660,722**	
3600	Unassigned Fund Balance	**$ 40,349,473**	

Lake Travis ISD
COMBINED INTERIM BALANCE SHEET - ALL FUND TYPES
AS OF: January 31, 2024

		General Fund	Special Revenue Funds	Debt Service Fund	Capital Projects Fund	Internal Svc., Trust & Agency Funds	Total Funds
Assets							
Current Assets:							
1101	Cash	$ 1,503,324	$ 2,122,945	$ 2,982,201	$ 5,600,075	$ 7,168,586	$ 19,377,130
1103	Temporary Investments	137,506,659	-	56,515,731	277,784,599	200,349	472,007,337
	Total Cash and Investments	**$ 139,009,982**	**$ 2,122,945**	**$ 59,497,931**	**$ 283,384,674**	**$ 7,368,935**	**$ 491,384,468**
Receivables:							
1210	Property Taxes-Current	$ 16,432,929	$ -	$ 6,083,862	$ -	$ -	$ 22,516,791
1220	Property Taxes-Delinquent	2,960,143	-	1,074,060	-	-	4,034,203
1230	Allowance-Uncollected Taxes	(1,072,058)	-	(392,241)	-	-	(1,464,299)
1240	Due From Federal Agencies	858,294	16,372	-	-	-	874,666
1250	Sundry Receivables	13,050	2,471	-	81,889		97,411
1260	Due From Funds	1,019,616	96,414	-	176,815	(314,235)	978,610
1280	Due From Other Funds Warehouse Items	1,121	-	-	-	-	1,121
1290	Other Receivables	738,547	-	-	-	-	738,547
1300	Inventories, At Cost	77,636	160,914	-	-	-	238,550
	Total Receivables	**$ 21,029,278**	**$ 276,171**	**$ 6,765,681**	**$ 258,704**	**$ (314,235)**	**$ 28,015,600**
1400	Other Current Assets			-	-	468,729.44	468,729.44
	Total Assets	**$ 160,039,260**	**$ 2,399,117**	**$ 66,263,612**	**$ 283,643,379**	**$ 7,523,429**	**$ 519,868,797**
Resources							
5010	Estimated Revenue	$ 156,532,198	$ 14,166,665	$ 64,300,000	$ 322,466,805	$ 17,326,200	$ 574,791,868
5030	Less: Realized Revenue	137,749,014	4,789,670	49,856,188	6,868,100	5,647,941	204,910,913
5000	Revenues to be Received	18,783,184	9,376,995	14,443,812	315,598,705	11,678,259	369,880,955
	Total Assets & Resources	**$ 178,822,444**	**$ 11,776,111**	**$ 80,707,424**	**$ 599,242,084**	**$ 19,201,689**	**$ 889,749,752**
Liabilities							
Current Liabilities:							
2110	Accounts Payable	$ 3,613	$ 2,120	$ -	$ -	$ 743,931	$ 749,664
2160	Accrued Wages Payable	10,552,986	625,478	-	46,670	159,414	11,384,549
2170	Due To Other Funds	159,802	2,503	-	-	899,286	1,061,590
2180	Due To Other Govt's	949	-	21,833	-	-	22,782
2190	Due To Student Groups	-	-	-	-	-	-
2150	Payroll Deduct & Withhold	-	-	-	-	11,143	11,143
	Total Current Payables	**$ 10,717,349**	**$ 630,101**	**$ 21,833**	**$ 46,670**	**$ 1,813,774**	**$ 13,229,728**
2210	Accrued Expenses	-	-	-	1	721,355	721,356
2300	Deferred Revenue	2,062	426,198	-	-	-	428,260
2400	Payable From Restricted Assets	-	-	-	-	-	-
2600	Deferred Inflows	19,037,144	-	6,757,530	-	-	25,794,674
	Total Liabilities	**$ 29,756,555**	**$ 1,056,299**	**$ 6,779,363**	**$ 46,671**	**$ 2,535,129**	**$ 40,174,018**
Fund Equity							
6010	Appropriations	$ 161,558,270	$ 24,930,375	$ 55,520,000	$ 62,843,415	$ 16,978,200	$ 321,830,260
6050	Less: Expenditures	(53,502,576)	(7,017,479)	(7,300)	(19,485,866)	(6,158,536)	(86,171,757)
6030	Encumbrances						-
	Available Appropriations	**$ 108,055,694**	**$ 17,912,896**	**$ 55,512,700**	**$ 43,357,549**	**$ 10,819,664**	**$ 235,658,503**
4310	Reserve For Encumbrances	-	-	-	-	-	-
3600	Unassigned Fund Balance	40,349,473	(7,193,084)	18,415,361	555,837,864	5,846,895	613,256,510
3590	Committed Fund Balance - Accr. Leave	660,722	-	-	-	-	660,722
	Total Liability & Fund Equity	**$ 178,822,444**	**$ 11,776,111**	**$ 80,707,424**	**$ 599,242,084**	**$ 19,201,689**	**$ 889,749,752**

SUMMARY OF TAX COLLECTIONS
AS OF JANUARY 2024

2023-24 Original Tax Levy	$ 200,848,357.39
Delinquent Taxes as of 8/31/2023	4,880,996.17
Total Receivables for 2023-24	$ 205,729,353.56
Current Year Adjustments	(736,068.13)
Prior Year Adjustments	(802,270.60)
Adjusted Receivables	$ 204,191,014.83
Total Net Collections To Date	(177,833,689.56)
Outstanding Receivables as of 12/31/2023	$ 26,357,325.27

SUMMARY OF BUDGETED COLLECTIONS	BUDGETED	NET COLLECTED	BUDGETED DIFFERENCE	% OF BUDGET COLLECTED
Maintenance - Current Tax	$ 137,512,332.00	$ 129,610,574.63	$ 7,901,757.37	94.25%
Maintenance - Prior Year Tax	200,000.00	32,399.69	167,600.31	0.00%
Maintenance - Penalties & Interest	750,000.00	141,708.03	608,291.97	18.89%
Sub-total	$ 138,462,332.00	$ 129,784,682.35	$ 8,677,649.65	93.73%
Debt Service - Current Tax	$ 63,000,000.00	$ 47,984,923.35	$ 15,015,076.65	76.17%
Debt Service - Prior Year Tax	100,000.00	12,122.81	87,877.19	0.00%
Debt Service - Penalties & Interest	300,000.00	51,961.05	248,038.95	17.32%
Sub-total	$ 63,400,000.00	$ 48,049,007.21	$ 15,350,992.79	75.79%
Total Collections	$ 201,862,332.00	$ 177,833,689.56	$ 24,028,642.44	88.10%

Tax Collection Comparison with 2023-24: Adjusted Tax Roll	2023-24	2022-23	2021-22
Percent of Current Year Taxes Collected	88.75%	84.45%	88.48%
Percent of Total Taxes Collected	88.77%	84.20%	88.55%
Percent of Total Taxes and P & I Collected	88.87%	84.30%	88.63%

Tax Collection Comparison with 2023-24: Original Tax Roll			
Percent of Current Year Taxes Collected	88.42%	83.55%	88.13%
Percent of Total Taxes Collected	88.44%	83.29%	88.20%
Percent of Total Taxes and P & I Collected	88.54%	83.40%	88.27%

Lake Travis ISD
2018 Bond Program Summary
January 31, 2024

	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	5,377,663.00	5,332,283.65	45,379.35
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**	**260,313,952.00**	**260,268,573.42**	**45,378.58**

	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	4,169,749.00	4,169,371.01	377.99
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	9,010,042.23	8,536,969.91	473,072.32
87	District Furniture & Equipment	6,000,000.00	6,958,972.00	6,860,543.45	98,428.55
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	7,451,463.77	4,985,502.00	2,465,961.77
95	Program Administration	3,200,000.00	3,824,681.00	3,643,513.15	181,167.85
97	LTMS Wastewater Expansion	0.00	450,000.00	93,460.60	356,539.40
	Other Programs	**74,190,025.00**	**64,893,352.00**	**60,812,027.43**	**4,081,324.57**
	Total 2018 Bond Program	**253,000,000.00**	**260,313,952.00**	**255,667,784.71**	**4,646,167.29**

Lake Travis ISD
2023 Bond Program
January 31, 2024

	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	15,234,365.00	11,981,584.46	3,252,780.54
2	Interest Revenue - Prop B	0.00	2,480,013.00	1,950,490.50	529,522.50
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**	**641,620,245.00**	**315,991,939.32**	**325,628,305.68**

	Appropriations	Original Budget	Amended Budget	Total Expended	Balance to Complete
10	Elementary School #8	50,917,526.00	50,917,526.00	81,591.74	50,835,934.26
20	Elementary School #9	55,517,521.00	55,517,521.00	1,508,206.23	54,009,314.77
30	Secondary School #2	179,990,620.00	179,990,621.00	913,646.67	179,076,974.33
40	Campus/District Facilities Projects	177,393,335.00	173,718,436.00	3,121,476.05	170,596,959.95
50	FCA Projects	36,312,528.00	36,260,427.00	1,809,959.14	34,450,467.86
60	Technology Improvements	60,790,110.00	60,790,110.00	11,941,900.34	48,848,209.66
	Construction/Renovation	**560,921,640.00**	**557,194,641.00**	**19,376,780.17**	**537,817,860.83**
81	Curriculum and Instructional Materials	1,800,000.00	5,452,003.00	266,367.92	5,185,635.08
82	Copy Machines	585,300.00	585,300.00	0.00	585,300.00
83	Maintenance	273,500.00	273,500.00	63,794.00	209,706.00
84	Transortation	9,620,000.00	9,620,000.00	214,462.64	9,405,537.36
85	District Furniture & Equipment	1,500,000.00	1,575,000.00	72,619.41	1,502,380.59
90	Land	15,000,000.00	15,100,001.00	15,090,028.88	9,972.12
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	44,174,800.00	0.00	44,174,800.00
95	Program Management	3,500,000.00	3,500,000.00	0.00	3,500,000.00
98	Miscellaneous	0.00	145,000.00	125,930.72	19,069.28
	Other Programs	**48,278,800.00**	**84,425,604.00**	**17,893,067.93**	**66,532,536.07**
	Total 2023 Bond Program	**609,200,440.00**	**641,620,245.00**	**37,269,848.10**	**604,350,396.90**

AGENDA ITEM ACTION SHEET

AGENDA ITEM
Board Notification under Board Policy CH (LOCAL) – Lake Travis High School Cafeteria HVAC Replacement

RECOMMENDED ACTION
For Presentation/Discussion Only.

RATIONALE
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:

- Trane HVAC unit replacement for LTHS Cafeteria (D-Wing) - $151,572

BUDGET PROVISIONS
2023 Bond Program - $151,572

RESOURCE PERSONNEL
Pam Sanchez – Assistant Superintendent of Business Services
Robert Winovitch – Director of Facilities and Construction
Cristy Soares – Director of Purchasing

ATTACHMENTS
None

MEETING DATE
February 21, 2024

AGENDA ITEM ACTION SHEET

AGENDA ITEM
Guaranteed Maximum Price (GMP) Phase 1 (Early Release) for CMR-23-09 for Lake Travis High School Parking and Related Detention Pond Work

RECOMMENDED ACTION
For Presentation/Discussion only. Action will be requested at the March 20, 2024 Board Meeting.

RATIONALE
Present the Guaranteed Maximum Price (GMP) for CMR-23-09, Lake Travis High School Parking, for $3,976,931 and authorize the Superintendent or his designee to negotiate and execute the GMP.

Zapalac/Reed Construction Company GMP Phase 1 of CMR-23-09 is $3,976,931. This includes the following work items:

Lake Travis High School:

- Civil site work
- Civil site utilities
- Detention and Water Quality Pond work
- Paving and curb/gutter

BUDGET PROVISIONS
2023 Bond Program

RESOURCE PERSONNEL
Pam Sanchez – Assistant Superintendent of Business Services
Robert Winovitch – Director of Facilities and Construction
Cristy Soares – Director of Purchasing
Allyson Collins – General Counsel

ATTACHMENTS
LTHS Preliminary GMP Phase 1 (Early Release)

MEETING DATE
February 21, 2024

ZAPALAC/REED CONSTRUCTION COMPANY

February 13, 2024

Lake Travis Independent School District
16101 Hwy 71 West, Bldg B
Austin, Texas 78738

Attn: Robert Winovitch

Re: LTISD Phase 1 Civil Improvements – Early Release
Proposal

We are pleased to submit a bid proposal of, **$3,976,931**, to construct the project referenced above, along with the enclosed bid qualifications. Please review the enclosed information and contact me at your earliest convenience if you have any questions.

Sincerely,
Zapalac / Reed Construction Company, LP

Shad Zapalac
President

13215 Bee Caves Parkway, Bldg. A Suite # 110 Bee Caves, Texas 78738
(512) 306-8888, (512)-306-8889 (fax), www.zapalacreed.com

Z/R ZAPALAC/REED CONSTRUCTION COMPANY

Qualifications

General

1. Scope of work includes early release items only, final GMP forthcoming.
2. Acknowledge receipt of Bid RFI Response dated 02/07/2024.
3. Civil drawings dated 1/26/2024 and Landscape drawings dated 02/02/2024 were received.
4. Permit cost is not included in this pricing.
5. Construction will be substantially complete per the enclosed preliminary schedule (Note: Only weather delays shown are included.)
6. Does not include cost for permanent power for lights, MEP equipment, etc. required for inspections and construction.
7. This project has been priced as "Tax-Exempt". The appropriate taxes are included.
8. Bid proposal is only valid for 30 days.
9. Pricing assumes construction start no later than April 1, 2024. If project start is delayed escalation cost could occur.
10. Our proposal is based on obtaining a mutually agreeable AIA contract for the performance of this proposal.
11. Builders Risk and Casualty insurance is included per Zapalac/Reed typical insurance coverage.

Division 2 – Site-work

1. Does not include any temporary or permanent water costs associated with watering landscaping, filling wet ponds, etc.
2. Gas Yard line is excluded.
3. Termite treatment or integrated pest management is not include in our proposal.
4. Pond walls are included as allowance of $101,430 pending final structural design drawings.
5. Scope of work does not include Pedestrian Sidewalk improvements, to be provided as an alternate in final GMP pricing.

Exclusions

1. Utility assessment, inspection, impact, connection, inspection in ROW and tap fees
2. Designer fees for cad file availability.
3. Removal of unforeseeable items such as underground tanks, concrete, tires, hazardous materials, LEED Paint, Asbestos, Testing Reports
4. Security systems / Access control systems
5. Data, phones, phone lines, communications systems, and cabling (Conduits as indicated on the electrical drawings are included.)
6. Materials Testing / Special Inspections fees.
7. Tree Relocations
8. Construction waste management plan / LEED / AEGB
9. Plugging existing water wells
10. Monument signs

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Breakdown of Construction Cost

General Conditions - $440,824
Earthwork - $440,000
Base & Asphalt - $595,120
Site Utilities - $784,250
Site Walls - $368,368
Sidewalks - $189,050
Curb & Gutter - $215,975
Pond Concrete - $348,763
Pavers - $138,780
Electrical - $222,297
Contractor Contingency - $88,743
Bond - $38,322
Contractor Fee - $106,439

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AGENDA ITEM ACTION SHEET

AGENDA ITEM
Access Easement Agreement between Lake Travis ISD and Peacock Capital Partners LLC for Lake Travis ISD's Land Located on Reimers-Peacock Road

RECOMMENDED ACTION
For Presentation/Discussion only. Action will be requested at the March 20, 2024 Board meeting.

RATIONALE
The District owns approximately 235 acres of land located off of Reimers-Peacock Road and intends to construct school district facilities. Peacock Capital Partners owns approximately 2,126 acres adjacent to the district's property and intends to subdivide and develop the Peacock property as a low density residential development with private roads. The parties desire to enter into an emergency access easement agreement. The agreement would grant to Peacock Capital a non-exclusive emergency access easement over and across the Southern Cypress Ranch Water Control and Improvement District No. 1 Emergency Access Easement Tract and the District's Reimers Road Driveway to provide emergency ingress and egress to and from the Peacock Property to SH 71 W. For and in consideration of LTISD granting easements to Peacock Capital, the District is granted access easement rights over and across the Peacock Property for ingress and egress to and from the LTISD property to Hamilton Pool Road by vehicles owned by LTISD, including school buses, LTISD police vehicles, and LTISD maintenance vehicles or vehicles operating on behalf of LTISD for public education purposes. This does not include vehicles operated by LTISD teaching and administrative staff, students or parents of students attending an educational facility on the LTISD property. The Administration recommends approval of the access easement agreement.

BUDGET PROVISIONS
None

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

ATTACHMENTS
Access Easement Agreement between Lake Travis ISD and Peacock Capital Partners LLC

MEETING DATE
February 21, 2024

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ACCESS EASEMENT AGREEMENT

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF TRAVIS §

THIS ACCESS EASEMENT AGREEMENT ("**Easement Agreement**"), entered into by 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 Peacock Capital Partners LLC, a Texas limited liability company ("**Peacock**"). LTISD and Peacock are referred to collectively as the "**Parties**" or individually as a "**Party**".

RECITALS

A. LTISD is the owner of approximately 235.176 acres comprised of 1) a 43.286 acre of land described in the Deed recorded in Document No. 2007228271, Official Public Records of Travis County, Texas ("**43-Acre Parcel**"); 2) an approximately 190.05 acres of land described in the Deed recorded in Document No. 201711944, Official Public Records of Travis County, Texas ("**190-Acre Parce**l"); 3) an approximately 1.84 acres of land described in the Deed recorded in Document No. 2018078098, Official Public Records of Travis County, Texas ("**1.84-Acre Parcel**"); 4) an approximately 5.5 acre tract of land described in the Deed recorded in Document No. 2022191103, Official Public Records of Travis County, Texas ("**5.5-Acre Parcel**"); and 5) an approximately 0.2865-acre parcel of land described in the deed in recorded in Document No. 2024009615, Official Public Records of Travis County, Texas ("**0.2865-Acre Parcel**"). The 43-Acre Parcel, the 190-Acre Parcel, the 1.84-Acre Parcel, the 5.5-Acre Parcel, and the 0.2865-Acre Parcel are referred to collectively as the "**LTISD Property**."

B. Peacock is the owner of approximately 2,126.541 acres comprised of (1) an approximately 1,387.744 acre tract of land as described in that certain warranty deed recorded in Document No. 20211147841, Official Public Records of Travis County, Texas ("**Peacock Property 1**") and (2) an approximately 738.797 acre tract of land as described in that certain warranty deed recorded in Document No. 2021119730, Official Public Records of Travis County, Texas ("**Peacock Property 2**") (collectively, the "**Peacock Property**").

C. LTISD intends to construct school district facilities, which may include, but shall

not be limited to, an elementary school, middle school, high school, athletic facilities, support facilities or other educational facilities on the LTISD Property ("**Educational Facilities**").

D. Peacock intends to subdivide and develop the Peacock Property as a low density residential development with private roads. As of the Effective Date of this Agreement, the layout of roads within the Peacock Property has not been approved by Travis County.

E. Portions of the LTISD Property are burdened by, a sixty foot (60') wide access easement, said portions are described in 1) Exhibit A attached to the Easement and Right-of-Way Agreement recorded in Volume 11928, Page 2378, Real Property Records of Travis County, Texas; 2) Exhibit A attached to the Easement and Right-of-Way Agreement recorded in Volume 11928, Page 2340, Real Property Records of Travis County, Texas; and 3) Exhibit A attached to the Access Easement Agreement recorded in Document No. 2017111946, Official Public Records of Travis County, Texas (collectively, the "**Access Easement Agreements**").

F. For purposes of this Agreement, those portions of the LTISD Property subject to the Access Easement Agreements are referred to as "**Reimers Road Easement Tracts**.**"**

G. Within the Reimers Road Easement Tracts remains as a paved ranch road formerly known as Reimers-Peacock Road vacated by the Travis County Commissioners Court in 1983 (referred to herein as the "**Driveway**").

H. In conjunction with the construction of Educational Facilities, LTISD intends to construct a road within the Reimers Road Easement Tracts to provide access to the Educational Facilities to and from State Highway 71 West ("**New Reimers Road**"). LTISD may dedicate the New Reimers Road as a public road or maintain the New Reimers Road as a driveway.

I. LTISD and the Cypress Ranch Water Control and Improvement District No. 1 ("**CRWCID**") entered into an Easement Agreement effective August 20, 2020 and recorded in Document No 2020157411, Official Public Records of Travis County, Texas ("**Cypress Ranch Easement Agreement**").

J. Pursuant to the Cypress Ranch Easement Agreement, LTISD granted CRWCID two (2) emergency access easements across the LTISD Property and the Reimers Road Easement Tracts to the remaining portion of the public Reimers-Peacock Road that intersects SH 71W ("**Cypress Ranch Emergency Access Easements**").

K. In exchange, CRWCID granted LTISD access easement rights across two (2) lots owned by CRWCID to construct one or more driveways connecting to Cypress Ranch Blvd.

L. The most southern Cypress Ranch Emergency Access Easement described in Exhibit B attached to the Cypress Ranch Easement Agreement abuts the Peacock Property and connects to the Driveway, as described and depicted in the attached **Exhibit "A"** ("**Southern CRWCID Emergency Access Easement Tract**").

M. Pursuant to the Cypress Ranch Easement Agreement, an emergency access roadway has been constructed within the Southern CRWCID Emergency Access Easement Tract and connected to the Driveway ("**CRWCID Southern Emergency Access Roadway**").

N. Peacock has requested LTISD to grant an emergency access easement over and across the Southern CRWCID Emergency Access Easement Tract to construct and use an emergency access road connecting to the CRWCID Southern Emergency Access Roadway for the benefit of the Peacock Property.

O. Subject to the terms of this Agreement, Peacock has agreed to grant LTISD non-exclusive access easements for the installation of no more than three (3) driveway connections to the Peacock Property providing emergency access and limited vehicular ingress and egress to and from the LTISD Property to the private roads to be constructed on the Peacock Property.

P. Subject to the terms of this Agreement, LTISD has agreed to grant Peacock a non-exclusive emergency access easement over and across the Southern CRWCID Emergency Access Easement Tract and the Driveway to provide emergency ingress and egress to and from the Peacock Property to SH 71W.

NOW THEREFORE, for and in consideration of the above stated recitals and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by the Parties, the Parties agree as follows:

ARTICLE 1
GRANT OF EMERGENCY ACCESS EASEMENTS TO PEACOCK

1.1 Grant of Emergency Access Easement. For and in consideration of Peacock granting easements to LTISD, as set forth in Article 2 below, the receipt and sufficiency of which is hereby acknowledged, and subject to all matters currently of record and the terms and conditions of this Agreement, LTISD hereby GRANTS and CONVEYS, for the limited purposes and uses set forth herein, non-exclusive emergency access easements over and across the Southern CRWCID Emergency Access Easement Tract described in the attached **Exhibit "A"** for the benefit of Peacock and its successors and assigns forever (the "**Peacock Emergency Access Easement Tract**"). LTISD binds itself and its successors and assigns to warrant and forever defend the Peacock Emergency Access Easement right in Peacock, its successors, and assigns against every person whomsoever lawfully claiming or to claim the easement rights, except as to all rights not inconsistent therewith and subject to all matters currently of record, to the extent that such claim arises by, through or under LTISD but not otherwise.

1.2 Grant of Temporary Construction Easement and Work-Space Easements. LTISD also grants to Peacock a temporary non-exclusive easement in, upon, over and across the portion of the Southern CRWCID Emergency Access Easement Tract, as depicted in **Exhibit "B"** attached

hereto ("**Temporary Construction Easement**"), for the purpose of constructing an Emergency Access Road from the Peacock Property to the existing Emergency Access Roadway within the Southern CRWCID Emergency Access Easement Tract ("**Peacock Emergency Access Road").** The Temporary Construction Easement shall automatically expire upon completion of the initial construction of the Peacock Emergency Access Road, but in no event shall the Temporary Construction Easement remain in effect after [TBD]_____. Upon the termination of the Temporary Construction Easement, the land subject to the Temporary Construction Easement shall revert to the sole control of LTISD subject to Cypress Ranch Easement Agreement. Upon completion of the Peacock Emergency Access Roadway and the expiration of the associated Temporary Construction Easement, Peacock shall have a working space easement for use during repair or replacement of the Peacock Emergency Access Road ("**Work-Space Easement**"). The Work-Space Easement is limited to a ten (10') wide strip of land running parallel and adjacent to each side of the Peacock Emergency Access Road and shall automatically expire upon LTISD assuming maintenance responsibilities pursuant to Section 1.18.

1.3 Grant of Driveway Emergency Access Easement. For and in consideration of the benefits accruing to LTISD by reason of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to all matters currently of record and the terms and conditions of this Agreement, LTISD hereby GRANTS and CONVEYS, for the limited purposes and use set forth herein, a non-exclusive emergency access easement (the "**Driveway Emergency Access Easement**") over and across those portions of the Driveway located within the Reimers Road Easement Tracts to the benefit of Peacock, but reserving all rights not inconsistent therewith, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement rights to Peacock and its successors and assigns forever. LTISD binds itself and its successors and assigns to warrant and forever defend the Driveway Emergency Access Easement rights in Peacock, its successors, and assigns against every person whomsoever lawfully claiming or to claim the easement rights, except as to all rights not inconsistent therewith and subject to all matters currently of record, to the extent that such claim arises by, through, or under LTISD but not otherwise. The Driveway Emergency Assess Easement is limited to the existing paved Driveway except as provided below.

1.4 Use of Emergency Access Easement Tract. Except for the construction of the Peacock Emergency Access Road within the Peacock Emergency Access Easement Tract, the Emergency Access Easement rights granted herein shall be used solely for ingress and egress to and from the Peacock Property by emergency services vehicles, including, fire, law enforcement, ambulances and rescue services and other lawful governmental or private emergency services during emergency situations. For purposes of the preceding sentence, the term "emergency situations" means private and public roads within the Peacock Property are blocked or so impaired as to prevent access to or from Hamilton Pool Road by emergency vehicles from timely responding

to emergency calls within the boundaries of the Peacock Property, as determined by the emergency services provider ("**Emergency Purposes**"). The Peacock Emergency Access Easement Tract may be used by Peacock for repairing, maintaining, replacing, inspecting, and upgrading the Peacock Emergency Access Road within the Peacock Emergency Access Easement Tract.

1.5 Exceptions to Title Warranty. The grant of easements set forth in this Article 1 are subject to all easements, rights-of-way, and prescriptive rights whether of public record or not as of the date of this Agreement, including all matters listed on **Exhibit D** attached hereto **(**the **"Exceptions to Conveyance and Warranty")** but no monetary liens, deeds of trusts or similar encumbrances.

1.6 Character of Easement. The Emergency Access Easement and the Temporary Construction Easement are in gross and are not appurtenant to any parcel of land or platted lot within the Peacock Property.

1.7 Nature of Easement. The Peacock Emergency Access Easement and the Temporary Construction Easement are non-exclusive.

1.8 Duration of Easement. Subject to the terms of this Agreement, the duration of the Peacock Emergency Access Easement is perpetual.

1.9 Limited Right to Construct the Peacock Emergency Access Road. Subject to the terms and conditions of this Article 1, Peacock may not initiate the construction of the Peacock Emergency Access Road until:

1.9.1 Peacock has obtained Travis County approval of preliminary subdivision plat showing the development of the Peacock Property as low density development and the layout of roads;

1.9.2 Peacock has obtained Travis County approval of a final subdivision plat and/or approval of subdivision construction plans for the first final plat applicable to the Peacock Property; and

1.9.3 Peacock has constructed or is constructing an emergency access road from a private or public road within the Peacock Property to the Peacock Emergency Access Easement Tract ("**Internal Peacock Emergency Access Road**").

1.10 Construction of Peacock Emergency Access Road. The cost of constructing, maintaining, and repairing the Peacock Emergency Access Road will be borne by Peacock, its successors and assigns. Except as provided in Section 1.18 below, LTISD will not have any obligation to construct, maintain or repair the Peacock Emergency Access Roadway within the Peacock Emergency Access Easement Tract or to restore portions of the LTISD Property disturbed by the construction of the Peacock Emergency Access Road. Peacock must provide LTISD at

least thirty (30) calendar days' advance written notice of intent to construct the Peacock Emergency Access Roadway ("**Notice of Construction**"). Peacock, its successors, assigns and contractors shall not permit any liens to attach to the LTISD Property by reason of the design, engineering or construction of the Peacock Emergency Access Road. At least ten (10) Business Days before construction activities begin on the LTISD Property, all contactors engaged by Peacock, its successors and assigns must provide to LTISD evidence of commercial general liability insurance in an amount not less than $1,000,000.00 per occurrence, naming LTISD as an additional insured party, and otherwise reasonably acceptable to LTISD. If the LTISD Property is damaged by Peacock or Peacock's officers, agents, employees, contractors, or authorized representatives (collectively, the "**Peacock Parties**") during the design, engineering and construction of the Peacock Emergency Access Road, Peacock shall promptly repair and restore, or cause to be repaired and restored, the LTISD Property to substantially the same condition as existed prior to the damage.

1.11 Prohibited Activities. Peacock and the Peacock Parties shall use the Peacock Easements solely for the purposes specified in this Article 1. There shall be no alcohol, illegal drugs, smoking, hunting, fishing or trapping on the Peacock Easements or any portion of the LTISD Property by Peacock or the Peacock Parties at any time. No firearms, trapping equipment, or fishing tackle shall be taken on the Peacock Easements or the LTISD Property by Peacock and the Peacock Parties at any time. There shall be no dogs or other animals brought onto the LTISD Property by Peacock or the Peacock Parties at any time. Peacock and the Peacock Parties shall not light a fire of any sort, including tobacco or other smoking products on the LTISD Property.

1.12 Permitting of Peacock Emergency Access Road. Prior to constructing the Peacock Emergency Access Road, Peacock must obtain all necessary local, state and federal permits and approvals required to construct the Peacock Emergency Access Road. The cost of permitting the construction of the Peacock Emergency Access Road will be borne by Peacock or its successors or assigns. LTISD agrees to reasonably cooperate with Peacock in obtaining approval of all development permits required to construct the Peacock Emergency Access Road (without any obligation to expend funds) and to sign any applications or other documents which may be required in connection therewith within seven (7) Business Days of a request therefor, subject to Peacock providing LTISD a complete copy of the permit application and subject further to LTISD's approval of the permit application, which will not be unreasonably conditioned, withheld or delayed. Peacock will provide LTISD a complete copy of each approved permit relating to the construction of the Peacock Emergency Access Road ("**Approved Permit**") within fourteen (14) calendar days of approval. Peacock will provide LTISD copies of all applications to modify or extend an Approved Permit.

1.13 Restoration of Temporary Construction Easement and Work Space Easements. Peacock shall restore the surface of Temporary Construction Easement and Work Space Easements to substantially the same condition as existed prior to Peacock's work within the

Emergency Access Easement Tract except for any improvements constructed pursuant to an Approved Permit.

1.14 Maintenance of the Peacock Emergency Road. Peacock shall be solely responsible for a) all costs, fees and expenses of maintaining, repairing and replacing all or any portion of the Peacock Emergency Access Road; and b) determining whether the Peacock Emergency Access Road requires maintenance and repair.

1.15 Compliance with Laws**.** In construction, maintaining, repairing and use the Peacock Emergency Access Easement Tract, Peacock shall comply with all applicable laws, codes, ordinances, governmental regulations.

1.16 Security Gates. Peacock shall install security gates across the Peacock Emergency Access Road on or near the property line between the Peacock Property and the LTISD Property in conjunction with the construction of the Peacock Emergency Access Road. Peacock shall provide LTISD with the code, security card or other means necessary to open and close each Security Gate. Peacock shall immediately notify LTISD of any change to a code, security card or other means necessary to open and close each Security Gate. So long as any Security Gate is in place, Peacock shall maintain the Security Gate in good condition and in accordance with all applicable legal requirements.

1.17 No Obstructions. LTISD shall not permit any structure or barrier to interfere with the reasonable use of the Peacock Easements.

1.18 Relocation of Peacock Emergency Access Road. LTISD expressly reserves the right to relocate the Peacock Emergency Access Road and the Peacock Emergency Access Easement Tract. LTISD may, upon no less than forty-five (45) calendar days' prior notice to Peacock and at LTISD's sole cost and expense, submit permit applications to relocate or reconfigure the Peacock Emergency Easement Tract and Peacock Emergency Access Road so long as such relocation does not diminish the rights granted to Peacock herein. LTISD may designate some or all of the Peacock Emergency Access Roadway or relocated Peacock Emergency Access Roadway as a fire lane, as shown on a site plan for an Educational Facility. LTISD will provide Peacock a copy of a site plan showing the proposed amended Peacock Emergency Access Easement; provided, however, the Emergency Services District reviewing and approving an Educational Facility site plan will have final authority to approve an amended Peacock Emergency Access Easement. Upon the approval of all development permits for the construction of an Educational Facility, LTISD shall have the unilateral right to record in the Official Public Records of Travis County, Texas, an amendment to this Agreement that modifies the location and configuration of the Peacock Emergency Access Easement Tract. During construction of an Educational Facility, LTISD shall, if necessary, provide a temporary emergency access roadway for emergency vehicles, as approved by the Emergency Services District.

1.19 Maintenance of Relocated Emergency Access Roadways. Upon the construction

of the relocated Peacock Emergency Access Roadway, LTISD will be responsible for the maintenance and repair of the relocated portion of the Peacock Emergency Access Roadway within the Peacock Emergency Access Easement Tract. Peacock will continue to maintain any portion of an Emergency Access Roadway that is not reconstructed with asphalt or concrete and incorporated in the campus or grounds of an Educational Facility.

1.20 Termination of Peacock Emergency Access Road Emergency Access Easement. LTISD expressly reserves the right to unilaterally terminate the Peacock Emergency Access Road Emergency Access Easement if emergency vehicles can permanently access the Peacock Property from a secondary entrance acceptable to the Emergency Services District having jurisdiction over the Peacock Property ("**Secondary Entrance**"). Upon completion and operation of a Secondary Entrance, as described in the preceding sentence, LTISD may unilaterally record in the Official Public Records of Travis County, Texas a notice of termination of the Peacock Emergency Access Easements.

1.21 Termination of Driveway Emergency Access Easement. LTISD expressly reserves the right to terminate the Driveway Emergency Access Easement if the New Reimers Road is constructed within the Reimers Road Easement Tracts and the New Reimers Road is dedicated to and to be accepted by Travis County or other governmental entity as a public road. LTISD may record in the Official Public Records of Travis County, Texas a Notice of Termination of Easement which shall state the New Reimers Road has been constructed, that LTISD intends to dedicate the New Reimers Road to Travis County or other governmental entity for ownership and operation and that Travis County or such other governmental entity has verified to LTISD that Travis County will accept the New Reimers Road for ownership and operation upon release of the Driveway Emergency Access Easement. Peacock acknowledges and agrees that Travis County or other governmental entity may require the termination of the Driveway Emergency Access Easement prior to their acceptance of the New Reimers Road as a public road. Notwithstanding the recording of a Notice of Termination and the termination of the Reimers Road Emergency Access Easement, LTISD consents to the use of the New Reimers Road by emergency services vehicles until Travis County formally accepts the New Reimers Road for ownership.

1.22 Limitations of Easements Granted. Nothing contained in this Agreement is intended to evidence or be or shall ever be construed or interpreted as a) a conveyance of the fee title to the land within the Peacock Easements or any portion thereof; b) a dedication of any right or interest in or to Peacock Easements to the public; or c) give any owner of land within the boundaries of the Peacock Property any rights or interests whatsoever under this Agreement or in the Peacock Easements. Peacock shall be solely responsible for installing such measures as necessary to prevent use of the Peacock Easements by anyone except emergency services vehicles for Emergency Purposes.

ARTICLE 2

GRANT OF ACCESS EASEMENTS TO LTISD

2.1 Grant of Access Easements. For and in consideration of LTISD granting easements to Peacock, as set forth in Article 1 below the benefits accruing to Peacock by reason of the covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to all matters currently of record and the terms and conditions of this Agreement, Peacock hereby GRANTS and CONVEYS, for the limited purposes and uses set forth herein, non-exclusive access easements (the "**LTISD Access Easements**") over and across the Peacock Property to the benefit of LTISD, its successors, assigns, employees, and contractors but reserving all rights not inconsistent therewith, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement rights to LTISD and its successors and assigns forever. Peacock binds itself and its successors and assigns to warrant and forever defend the Access Easement rights in LTISD, its successors, and assigns against every person whomsoever lawfully claiming or to claim the easement rights, except as to all rights not inconsistent therewith and subject to all matters currently of record, to the extent that such claim arises by, through, or under Peacock but not otherwise.

2.2 Uses of LTISD Access Easement.

2.2.1 The LTISD Emergency Access Easement rights granted in this Article 2 shall be used for ingress and egress to and from the LTISD Property by emergency services vehicles, including, fire, law enforcement, ambulances and rescue services and other lawful governmental or private emergency services during emergency situations. For purposes of the preceding sentence, the term "emergency situations" means private and public roads within the LTISD Property are blocked or so impaired as to prevent access to or from SH 71W by emergency vehicles from timely responding to emergency calls within the boundaries of the LTISD Property, as determined by the emergency services provider ("**Emergency Purposes**"). The LTISD Emergency Access Easements may be used by LTISD for repairing, maintaining, replacing, inspecting, and upgrading the LTISD Emergency Access Road within the LTISD Emergency Access Easement Tract(s).

2.2.2 The LTISD Access Easement rights granted over and across the Peacock Property shall be used for ingress and egress to and from the LTISD Property to Hamilton Pool Road by vehicles owned by LTISD, including school buses, LTISD Police vehicles, and LTISD maintenance vehicles or vehicles operating on behalf of LTISD for public education purposes ("**LTISD Purposes**"). LTISD Purposes does not include vehicles operated by LTISD teaching and administrative staff, students

or parents of students attending an Educational Facility on the LTISD Property. The LTISD Access Easements may be used by LTISD for constructing, repairing, maintaining, replacing, inspecting, and upgrading access roads connecting the LTISD Property to one or more Peacock Subdivision Roads ("**LTISD Access Roads**").

2.2.3 Peacock shall afford LTISD and its employees, consultants, contractors and representatives the right to enter onto the Peacock Property to test, inspect, survey, and examine portions of the peacock Property for suitable routes for LTISD Access Roads. Such right of entry is a continuing right from the Effective Date of this Agreement. Prior to entry upon the Peacock Property for any purpose, including to conduct any invasive testing (i.e., bore holes for soil testing or environmental sampling), LTISD or LTISD's contractor or consultant shall provide Peacock at least five (5) days advance notice by telephone, fax or email and LTISD as well as the third party contractor or consultant conducting the invasive testing must provide to Peacock evidence of adequate insurance underwritten by an insurer reasonably acceptable to Peacock, naming Peacock as an additional insured party, and otherwise reasonably acceptable to Peacock. In conducting any inspections, investigations, or tests of the Property, LTISD and its employees, consultants, contractors and representatives shall: (a) not disturb or interfere with Peacock's use of the Peacock Property; (b) not interfere with the operation and maintenance of the Peacock Property; (c) not damage any part of the Peacock Property or any personal property owned or held by Peacock; (d) not injure or otherwise cause bodily harm to Peacock or its agents, guests, invitees, contractors, and employees; (e) comply with all applicable laws; (f) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Peacock Property; (g) not permit any liens to attach to the Peacock Property by reason of the exercise of its rights hereunder; (h) repair any damage to the Property resulting directly or indirectly from any such inspection or tests. LTISD shall use commercially reasonable efforts to restore the Peacock Property to its original pre-inspection condition.

2.3 Defined LTISD Emergency Access Easement Tract. The location and configuration of defined Emergency Access Easement Tracts shall initially be described by Peacock Subdivision Roads and emergency access easements shown on recorded final plats of the Peacock Property. The final location and configuration of defined Emergency Access Easement Tracts shall be described by constructed Peacock Subdivision Roads, Internal Peacock Emergency Access Roads, and, if necessary, LTISD Emergency Access Roads constructed by LTISD on the Peacock Property ("**Defined Emergency Access Easement Tract**"). For purposes of this paragraph, the phrase "constructed Peacock Subdivision Roads" shall mean Travis County has issued a written confirmation that Peacock Subdivision Roads have been constructed in accordance with the Travis County approved construction plans. No part of a Defined Emergency Access Easement Tract

shall be used for parking of vehicles, except during the construction, repair, maintenance and replacement of a LTISD Emergency Access Road or if the vehicle breaks down.

2.4 Defining LTISD Access Easement Tract. The location and configuration of a defined Access Easement Tract shall become fixed and determined by the construction of Peacock Subdivision Roads, Internal Peacock Emergency Access Roads, if such emergency access roads are suitable for school buses and two-way traffic, as determined by LTISD, and, if necessary, LTISD Access Roads constructed on the Peacock Property by LTISD. LTISD will provide Peacock drawings showing the proposed routes of LTISD Access Roads. Peacock must approve the route of a LTISD Access Road, which approval will not be unreasonably denied, conditions, or delayed. LTISD Access Roads shall be designed for two way school bus traffic. Upon completion of a LTISD Access Road, the Access Easement Tract shall extend ten (10) feet from each side of the LTISD Access Road. No part of a LTISD Access Road shall be used for parking of vehicles, except during the construction, repair, maintenance and replacement of a LTISD Emergency Access Road or if the vehicle breaks down.

2.5 Character of Easement. The LTISD Access Easements are appurtenant to the LTISD Property.

2.6 Nature of Easement. The LTISD Access Easements are non-exclusive and are blanket easements until defined. Nothing contained in this Agreement is intended to evidence or be, or shall ever be construed or interpreted as, a conveyance of the fee title to the Peacock Property or any portion thereof or a dedication of any right or interest in or to the Peacock Property to the public, nor give any member of the public any rights or interests whatsoever under this Agreement.

2.7 Duration of Easement. The duration of the LTISD Access Easements is perpetual.

2.8 Permitting of LTISD Access Road. Prior to constructing a LTISD Access Road, LTISD must obtain all necessary local, state and federal permits and approvals required to construct the LTISD Access Road. The location and width of each LTISD Access Road will be determined by LTISD subject to approval by Travis County. The cost of permitting the construction of a LTISD Access Road will be borne by LTISD or its successors or assigns. Peacock agrees to cooperate with LTISD in obtaining approval of all development permits necessary to construct a LTISD Access Road (without any obligation to expend funds) and to sign any applications or other documents which may be required in connection therewith within fourteen (14) calendar days of a request therefor, subject to LTISD providing Peacock a complete copy of the portion of the permit application applicable to the LTISD Access Road and subject further to Peacock's approval of the permit applications, which will not be unreasonably conditioned, withheld or delayed. LTISD will provide Peacock a complete copy of the portion of the approved permit relating to the construction of a LTISD Access Road within fourteen (14) calendar days of approval. LTISD will provide Peacock copies of all applications to modify or extend an approved permit for a LTISD Access Road.

2.9 Construction of LTISD Access Roads. The cost of constructing, maintaining, and repairing LTISD Access Roads within the Peacock Property will be borne by LTISD or its successors or assigns. Peacock will not have any obligation to obtain permits, or construct, maintain or repair a LTISD Access Road. Prior to constructing a LTISD Access Road, LTISD must obtain all necessary local, state and federal permits and approvals required to construct the LTISD Access Road and provide Peacock a copy of all such governmental permits and approvals. LTISD must provide Peacock at least thirty (30) calendar days' advance written notice of intent to construct a LTISD Access Road ("**Notice of Construction**"). LTISD, its successors, assigns and contractors shall not permit any liens to attach to the Peacock Property by reason of the design, engineering or construction of a LTISD Access Road. At least ten (10) Business Days before construction activities begin on the Peacock Property, all contractors engaged by LTISD, its successors and assigns must provide to Peacock evidence of commercial general liability insurance in an amount not less than $1,000,000.00 per occurrence, naming Peacock as an additional insured party, and otherwise reasonably acceptable to Peacock. If the Peacock Property is damaged by LTISD or LTISD's agents, servants, contractors, or employees during the design, engineering and construction of a LTISD Access Road, LTISD shall promptly repair and restore, or cause to be repaired and restored, the Peacock Property to substantially the same condition as existed prior to the damage.

2.10 Maintenance of LTISD Access Roads. LTISD shall be solely responsible for all costs, fees and expenses of maintaining, repairing and replacing all or any portion of a LTISD Access Road.

2.11 No Obstructions. Peacock shall not permit any structure or any other obstruction to block or interfere with the use of a LTISD Access Easement.

2.12 Protection of Utility Facilities. LTISD agrees to require that its contractors assume responsibility for locating, protecting, and constructing the LTISD Access Roads without damage to existing underground utilities and facilities. If any existing utilities or facilities are damaged by a contractor of LTISD, LTISD shall require the contractor to repair the damage at the contractor's expense and restore the utilities or facilities to their intended and fully functional use.

2.13 Exceptions to Title Warranty. The grant of easements set forth in this Article 2 are subject to all easements, rights-of-way, and prescriptive rights whether of public record or not as of the date of this Agreement, including all matters listed on **Exhibit E** attached hereto (the "Exceptions to Conveyance and Warranty") but no monetary liens, deeds of trusts or similar encumbrances.

ARTICLE 3
COOPERATION
PLACE HOLDER FOR FUTURE DISCUSSION

3.1 Cooperation. Regarding projects, location access easements, gate technology

ARTICLE 4
DEFAULT; ENFORCEMENT

4.1 Breach. It is expressly agreed that no breach of this Agreement shall entitle any Party to cancel, rescind, or otherwise terminate this Agreement, and such limitations shall not affect in any manner any of the rights or remedies which the Parties may have by reason of any breach of this Agreement.

4.2 Notice of Breach. In the event that a Party breaches or otherwise fails to comply with the terms and covenants set forth herein, and such breach or failure continues for ten (10) Business Days after the non-breaching Party delivers written notice to the other Party of such breach or failure, the non-breaching Party shall have the right, but not the obligation, to take such actions as are necessary to remedy or cure the applicable breach or failure. All costs and expenses incurred in exercising the rights set forth in this Section 3.2 shall be promptly reimbursed within thirty (30) calendar days after written demand.

4.3 Equitable Rights of Enforcement. The Agreement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm and will be obtainable only by the parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

4.4 Attorney's Fees. If either Party retains an attorney to enforce this Agreement, the party prevailing in any resulting litigation shall be entitled to recover reasonable attorney's fees and court and other costs.

4.5 Waiver. No waiver or consent, express or implied, by any party to or of any breach or default by any party in the performance by such party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder until the applicable statute of limitations period has run.

4.6 Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter includes the masculine or feminine

gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

4.7 Choice of Law and Venue. This Agreement shall be construed under the laws of the State of Texas, without regard to choice-of-law rules of any other jurisdiction with venue in Travis County, Texas.

4.8 Notices. All notices, demands and requests and other communications required or permitted hereunder shall be in writing, shall be sent by certified mail, return receipt requested, by courier, or by electronic mail and shall be deemed to be delivered (i) upon the second attempted delivery if sent by mail or by courier and (ii) upon transmittal if sent by electronic mail. Each Party's respective addresses for purposes of this Agreement, and to which all notices required hereunder shall be sent, are as follows:

If to Peacock:	Peacock Capital Holdings LLC, a Texas limited liability company Landon Marino, Manager 17649 Hamilton Pool Road Austin, Texas 78748
With copies to:	McLean & Howard, LLP Attention: Leslie Keyser 4301 Bull Creek Road, Suite 150 Austin, Texas 78731
If to LTISD:	Ms. Pam Sanchez Assistant Superintendent of Business Services Lake Travis Independent School District 3322 Ranch Road 620 South Austin, Texas 78738
With copies to:	Ms. Allyson Collins General Counsel Lake Travis Independent School District 3322 Ranch Road 620 South Austin, Texas 78738

ARTICLE 5
GENERAL PROVISIONS

5.1 Reservation of Rights. The easements described in Article 1 shall be subject to the following reservations:

a. LTISD reserves the right at any time and from time to time to exclude and restrain any unauthorized person from using its property.

b. LTISD reserves all rights not expressly granted in this Agreement, including all rights, privileges and appurtenances on, in or appertaining to the LTISD Property.

5.2 Reservation of Rights. The easements described in Article 2 shall be subject to the following reservations:

a. Peacock reserves the right at any time and from time to time to exclude and restrain any unauthorized person from using its property.

b. Peacock reserves all rights not expressly granted in this Agreement, including all rights, privileges and appurtenances on, in or appertaining to the Peacock Property.

5.3 Effective Date. The effective date of this Agreement will be date upon which both parties have executed Agreement.

5.4 No Third-Party Beneficiary. The provisions of this Agreement are for the benefit of LTISD and Peacock only and are not for the benefit of any third-party, and accordingly, no third-party shall have the right to enforce the provisions of this Agreement.

5.5 Severability. In the event any term, covenant, condition, provisions or agreement contained herein is held to be invalid, void, or otherwise unenforceable by any court of competent jurisdiction, such holding shall in no way affect the validity or enforceability of any other term, covenant, condition, provision, or agreement contained herein.

5.6 Binding Effect. This agreement binds and inures to the benefit of the Parties and their respective assigns, and successors.

5.7 Modification. Except as expressly provided in this Agreement, no modifications, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by a duly authorized representative of each Party. Except as expressly provided in this Agreement, any change, modification, amendment or rescission which is made without the written consent of the Parties shall be null and void and of no effect.

5.8 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one Agreement.

5.9 Business Days. For purposes of this Agreement, the term “Business Day” or “Business Days” shall mean and refer to any calendar day the administrative offices of LTISD are open. If any date or any period provided in this Agreement ends on a day which is not a Business Day, then the applicable period shall be extended to the first succeeding day which is a Business Day.

5.10 Entire Agreement. This Agreement and the exhibits hereto contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement and Exhibits hereto. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any one Party.

[SIGNATURE PAGES FOLLOW] *FIX LTISD SIGNATURE BLOCK*

[LTISD SIGNATURE PAGE TO EMERGENCY ACCESS EASEMENT AGREEMENT]

EXECUTED this _____ day of _____, 2024.

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 Aoueille
Title: President, Board of Trustees

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2024, by John Aoueille, 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.

[PEACOCK SIGNATURE PAGE TO EMERGENCY ACCESS EASEMENT AGREEMENT]

Peacock Capital Partners LLC,
a Texas limited liability company

By: _____
Landon Marino, Manager

NOTARY ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 2024, by Landon Marino, as Manager of Peacock Capital Partners LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

AGENDA ITEM ACTION SHEET

AGENDA ITEM
2024-2025 Off-Campus Physical Education Providers

RECOMMENDED ACTION
Approve the 2024 – 2025 Off- Campus Physical Education Providers as presented.

RATIONALE
Students may request a waiver to substitute physical education training from an outside provider for a LTISD physical education class provided the student meets the following criteria:

1. The student will be participating in a program provided through an approved physical education provider.
2. The student's participation level meets the requirements of one of the following categories:
   Category 1 = Student must be participating in a program for a minimum of 15 hours per week of highly intense, professionally supervised training that leads to an Olympic level of participation and/or competition. Student may be dismissed from school one period per day.
   Category 2 = Students must be participating in a program that is of high quality, well supervised by appropriately trained instructors, and consisting of a minimum of 5 hours per school week. Student can receive a P.E. credit, but may not leave campus for any portion of the day.

Each year, the board is asked to approve the list of new off campus physical education providers. The list of providers for the 2024-2025 academic year is attached. New provider applicants are highlighted.

BUDGET PROVISIONS
None

RESOURCE PERSONNEL
Tasha Barker – Assistant Superintendent of Organizational Services
Jennifer Lyon – Director of Health and Social Emotional Learning

ATTACHMENTS
List of off campus physical education providers for 2024-2025 academic year

MEETING DATE
February 21, 2024

Off Campus Physical Education Providers
for 2024-2025 School Year

Activity	Providers	Description
Baseball	- Hill Country Baseball Club	Category I and II training in hitting, pitching, fielding, throwing, catching, arm care, speed and agility conditioning, as well as gameplay and strategy aspects of baseball
Cycling Sports	- Coach Ahmadi Cycling - Doug Lang MX School (The Summit Bike Club) - Lake Travis Racing Mt. Biking - LT Mountain Biking Club(s) <u>Category II only:</u> - *The Summit Bike Club*	Various Trainings that includes 15 hours/week for Category I or 5 hours/week for Category II; training to improve skills, endurance, and overall performance, and includes cardiovascular workouts along with strength and core training
Dance	- Alisa's Dance Academy - Austin Dance Conservatory - Balance - Ballet Austin - Body Lab - Dance Inst Performance Acad - The Dance Spot - Grace Ballet - ONE Academy - PAIYH - Premiere Dance Center - TexArts - West Austin Dance Academy - Zach Theatre Pre-Professionals - 620 Dance Centre	Dance Training that includes 15 hours/week for Category I or 5 hours/week for Category II; training can include ballet, tap, jazz, contemporary styles as well as workouts to build core

Activity	Providers	Description
Equestrian	- All Sports Equine - Bee Cave Riding Center - Bel Canto Farms - Carragio Equestrian - Countyline Polo - Cooper Hill Show Jumpers - Galloping Springs Ranch - Ashley - Glendaloch Farms - L&D Farms - Lazy Rockin B Riding Center - Little Green Barn - Longhorn Polo Center - Madrone Ranch Stables - Paul Cates Stables - Rio Vista Farm - Shaw Dressage - Southern Way Farm - Westridge Farms - XLR8 Ranch	Equestrian Training that includes 15 hours/week for Category I or 5 hours/week for Category II; training can include cardiovascular training to assist in more agility on the horse, as well as riding, jumping and caring for the animal
Golf	- The Academy of Golf Dynamics - Austin Golf Institute - Garry Rippy, PGA - The Hills Country Club - The Hills Golf - River Place Country Club - Spanish Oaks Golf Club - The UT Golf Club - World of Tennis (Hills) Golf	Golf Training that includes 15 hours/week for Category I or 5 hours/week for Category II; training can include cardiovascular training to assist in more agility as well as working on improving golf swing through muscle movement activities
Gymnastics	- AcroTex Gymnastics - Austin Elite Gymnastics - Austin Tumbling Academy - Capital Gymnastics Cedar Park - Champions Westlake - Cheer Athletics Austin - Crenshaw Athletic Club - Electric Avenue Acro - Flipnastics - Gymact - Moxie - National Elite Gymnastics - Powerhouse Cheer & Fitness - Tumble Tech	Gymnastic Training that includes 15 hours/week for Category I or 5 hours/week for Category II; training can include cardiovascular training to assist in more agility as dance training, weight lifting and overall core training.
Ice Skating	- Chapparal Ice: Hockey and Figure Skating - McLaughlin Elite Skating Academy	Ice Skating training that includes 15 hours/week for Category I or 5 hours/week for Category II; cardiovascular training to assist in balance, agility and ballet, strength and conditioning, jumps, etc.

Activity	Providers	Description
Lacrosse	- Austin Girls Lacrosse - LT Boys Lacrosse - LT Girls Lacrosse	Lacrosse training that includes cardiovascular workouts along with strength training
Martial Arts	- Lakeway Tae Kwan Do	Martial Arts Training that includes 15 hours/week for Category I or 5 hours/week for Category II; training that includes cardiovascular workouts along with strength and core training
Rowing	- Austin Rowing Club - Austin Yacht Club - Texas Rowing Center	Team Rowing Training that includes 15 hours/week for Category I or 5 hours/week for Category II; training that includes cardiovascular workouts along with strength and core training
Soccer	- Austin FC - Austin Texans Soccer Club - Dundee Juniors of Central TX - Hill Country Indoor Soccer Academy - Lonestar Soccer Club - One World Soccer - Sonny Guadarrama Academy (SGA)	Soccer Training that includes 15 hours/week for Category I or 5 hours/week for Category II; training that includes cardiovascular workouts along with strength and core training
Swimming	- Austin Swim Club - Capital Area Aquatics (formerly Lost Creek Aquatics) - Lakeway Aquatic Physical Therapy - Nitro Swimming - UT Longhorn Aquatics	Swim Training that includes 15 hours/week for Category I or 5 hours/week for Category II; training that includes cardiovascular workouts along with strength and core training.
Tennis	- ATX D3 Tennis - Austin Tennis Academy - Brian McPhee, Tennis Pro - Cross Court Tennis - Grey Rock Tennis Club - The Hills Country Club - Mac 360 - Polo Tennis Club - UT Tennis Club - World of Tennis (the Hills)	Tennis Training that includes 15 hours/week for Category I or 5 hours/week for Category II; training that includes cardiovascular workouts along with strength and core training
Volleyball	- Austin Juniors Volleyball - Austin Performance Volleyball - Austin Skyline Juniors - Project Serve Beach Volleyball - Roots Volleyball - TX Volleyball Tour	Volleyball Training that includes 15 hours/week for Category I or 5 hours/week for Category II; training that includes cardiovascular workouts along with strength and core training

Activity	Providers	Description
Miscellaneous	- Bodywise - Capital City Strength & Conditioning - Empirical Fitness - G10 Academy - Helix Elite Performance - Hill Country Indoor Sports and Fitness Athletic Training - Round Rock Fencing Club - Team Texas Climbing - Ahmed Toure - Xceleration Sports Performance Labs - Born to Run - Burnet County 4H-Stonehill Shooting Club <u>Category II only:</u> - *Camp Gladiator* - *CrossFit* - *Kula Sports* - *The Summit Bike Club* - *Burnet County 4H*	Various Trainings that includes 15 hours/week for Category I or 5 hours/week for Category II; training that includes cardiovascular workouts along with strength and core training

AGENDA ITEM ACTION SHEET

AGENDA ITEM
Approval of a Contract between Lake Travis ISD and Perkins and Will for the Administration Building Addition and Renovation Project

RECOMMENDED ACTION
Approve the contract between Lake Travis ISD and Perkins and Will for the Administration Building Addition and Renovation Project, and authorize the Superintendent or designee with the authority to execute the contract.

RATIONALE
In May 2023, the Board selected Perkins and Will for the design of the administration building addition and renovation for the 2023 Bond Program. Perkins and Will 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 Perkins and Will.

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
Perkins and Will Contract

MEETING DATE
February 21, 2024

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 21st day of February in the year 2024
(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 R 620 S.
Austin, Texas 78738
Telephone: (512) 533-6000

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

Perkins+Will, Inc.
310 Comal St, Suite 100
Austin, TX 78702
Telephone: 512-997-5260

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

CMR 23-08
Administration Building 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.

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

§ 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.)

LTISD Administration Building Additions to include construction of a two "wing" to the North side of the existing Administration Building with MEP improvements to the existing portion of the building.

§ 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.)

$4,418,100

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§ 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:

Programming and design: Fall 2024

.2 Notice to Proceed/Construction commencement date:

Construction to being Summer 2026

.3 Substantial Completion and Final Completion dates:

TBD

.4 Other milestone dates:

See any Project addendums

§ 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@ltischools.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:

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User Notes: (1802783317)

(Paragraphs deleted)

.2 Surveying

(Paragraphs deleted)

.3 Third Party Plan Review

(Paragraph deleted)

.4 HVAC Commissioning

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

Angela Whitaker-Williams
Principal-in-Charge
310 Comal St., Suite 100
Austin, TX 78702
Angela.whitaker-williams@perkinswill.com
512-997-5261

§ 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:

(Paragraphs deleted)

.2 MEP Engineer:

(Paragraphs deleted)

.3 Civil Engineer:

.4 Landscape Architect (If needed)

.5 IT Design

.6 AC Controls

.7 TAS ADA Review

.8 Fire Alarm Design

.9 DAS Communication System (If needed)

§ 1.1.11.2 Consultants retained under Additional Services:

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

N/A

§ 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 The Architect uses building information modeling software ("BIM") as its primary production tool for internal design, coordination, and documentation. The Architect's Services do not include any intended use of the BIM for the Owner or any third parties (including but not limited to the Contractor) which may include, but is not limited to, quantity takeoffs, construction estimation, construction sequencing or phasing, clash detection, shop drawings, site safety, operations and maintenance, building automation systems, existing conditions modeling, digital fabrication, prefabrication, as-constructed record modeling, or asset management. The formatting and level of development of the BIM will follow the Architect's normal business practices unless explicitly called out in this Agreement or its exhibits. The deliverable of electronic documents to the Owner shall be in PDF form unless requested in BIM. If so requested, the BIM shall be provided in the native file format software the Architect uses to produce the Architect's Instruments of Service.

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§ 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 a BIM execution plan shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement, including any exhibits, if applicable. 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 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 consistent with Section 1.3. 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 "Standard of Care"). Notwithstanding any clause in this Agreement to the contrary, Architect expressly disclaims all express or implied warranties and guarantees with respect to the quality of performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether Architect performed its services consistent with Standard of Care. The Architect shall diligently perform all services under this Agreement and shall, subject to the Standard of Care, 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 Standard of Care and the orderly progress of the Work. The Architect's services shall be reasonably accurate and reasonably free from any material errors or omissions as is consistent with the Standard of Care. 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 a material element of this Agreement, subject to the Standard of Care as defined herein and any force majeure events.

§ 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: Angela Whitaker-Williams.

§ 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. The Architect shall also conform to applicable laws governing conflicts of interest.

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§ 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 from claims arising out of the negligent performance of the professional services by Architect under this Agreement and caused by negligent acts, errors, or omissions, of the Architect, such insurance to be in a form reasonably 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, through annually renewing policies, 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, Commercial general liability, and commercial automobile liability, and not less than eight (8) years (or Nine (9) 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 additional insured endorsements, showing that coverage has been extended. The Architect shall, if allowed by law, add the Owner as an additional insured under its policies for commercial general liability, commercial 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 additional insured endorsements for the insurance required under this Agreement.

§ 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 polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. 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, except 10 days' notice for nonpayment of premium. 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 reasonably 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.

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.

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§ 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 but the Architect shall not be obligated to agree to amendments that expand or modify the Architect's services or liability under this Agreement..

.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 negligent errors or omissions.

§ 3.1.2 As part of the Architect's Basic Services, the Architect shall, subject to the Standard of Care, carefully study the information provided by the Owner relative to the Project; shall visit and observe the site where the Project is to be located and the surroundings and adjacent areas; observe 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. 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 applicable to the Architect's services and within the Architect's reasonable control, 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 approval.

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§ 3.1.5 The Architect shall review and shall perform its services in accordance with the Standard of Care for conformance 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 preparing its Instruments of Service according to the Standard of Care for conformance 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. The Architect shall design the Project according to the Standard of Care 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.

§ 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 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

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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.

§ 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 consistent with 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 submit prepare a preliminary to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3. To the extent the Owner has stipulated a 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 prepared according to the Standard of Care. 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 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 prepared in accordance with Section 6.3

§ 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 prepared according to 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.. 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 according to the Standard of Care 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 be prepared according to the Standard of Care for conformance with the Owner's budgetary constraints, programmatic needs and written standards 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 according to the Standard of Care 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.The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project. Outdoor lighting fixtures, if any, shall meet the statutory energy

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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 per 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. 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 according to the Standard of Care.

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, except as indicated on the certification.

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.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; and

.6 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner; and

.7 organizing and participating in selection interviews with prospective contractors.

§ 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 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.

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

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services, 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 Contractor's 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 by Architect's negligent 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 Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 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) become generally familiar with the progress and quality of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents, (2) to reject any observed non-conforming Work, (3) to keep the Owner informed about the progress and quality of the portion of the Work completed, and (4) to document the progress of the Work, in written and photographic form as appropriate. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect. Attendees will include Owner's representative, the Contractor's project manager and/or superintendent, Architect's project representative, and the Architect. Architect or its authorized representative will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. Additionally, Architect or its authorized representative will provide on-site observations prior to the covering up or closing up of portions of the construction, which if covered, could conceal problems with the structural integrity of the Project. Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect and will assist the Owner in the development of requests for qualifications or other solicitations for any required testing services approved by the Owner. On the basis of the on-site observations or inspections by Architect, Architect shall keep Owner and Contractor informed of the progress and quality of the Work and promptly report to the Owner in writing (1) known

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deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) observed defects and deficiencies in the Work and corrective actions taken or recommended. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or safety precautions and programs in connection the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Any services by Architect made necessary by Architect's negligent errors or omissions or failure to comply with the Standard of Care shall be at no additional cost to Owner.

§ 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, including the Owner's independent inspection and verification of testing services.

§ 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 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, to the best of the Architect's knowledge, information and belief, 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 , (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.

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§ 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. 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 observed 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 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 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, 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. 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.

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

§ 3.6.5.3 Intentionally omitted.

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§ 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. Because the as-constructed record drawings will be based on the Contractor's mark-ups, the Architect is not responsible for the accuracy or completeness of the Contractor's changes that are incorporated into the as-constructed record drawings.

§ 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, which forms are included as Exhibit C;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents;

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. The Architect's inspections shall continue until Final Completion is achieved and any warranty work is complete and accepted by the Owner, but after 2 inspections, they shall be provided as an Additional Service.

§ 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.

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** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Architect – Basic Service
§ 4.1.1.2 Multiple preliminary designs	Architect – Basic Service

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Services	Responsibility (Architect, Owner, or not provided)
§ 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 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	Architect – Additional Service
§ 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 Services
§ 4.1.1.22 Security evaluation and planning	Architect – Additional Services
§ 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	Architect – Additional Services (if needed)
§ 4.1.1.29 Warranty Phase Support Services	Architect – Basic Service
(Row deleted)	
§ 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 – Basic 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

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§ 4.1.1.39 Traffic Design	Not Provided
§ 4.1.1.40 TAS Review / Inspection	Architect – Basic Service

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1

(Paragraphs deleted)

Intentionally deleted.

§ 4.1.2.2 Intentionally deleted.

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

§ 4.1.3 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. 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.

§ 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 associated with LEED® certification goals;

.3 Subject to section 12.6, changing or editing previously prepared and approved Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific official interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation for, and attendance at, a public presentation, meeting or hearing except for those expressly required elsewhere in this Agreement;

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

(Paragraph deleted)

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

.9 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

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.10 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; or

.11 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. Nothing contained herein shall relieve the Architect of its obligations to prepare such Change Order or Construction Directives at its own expense if such changes are necessitated by Architect's own negligence.

§ 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 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor;

.2 Three (3) Visits to the site by the Architect during construction as required by Section 3.6.2.1;

.3 Three (3) 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 Three (3) inspections for 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.

§ 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

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

§ 5.5 The Owner shall, if necessary for the Project, 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 such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that 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, except for those portions designed by the Owner's consultants or design-build contractors. Therefore, Owner shall be entitled to rely on the Construction Documents, services, and information furnished by the Architect.

§ 5.12 The Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall endeavor to 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.

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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. 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, 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 for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments. 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;

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.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative
.6 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 6.6.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's revisions in the Construction Documents Phase rk 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 The Drawings, Specifications, and other Documents, including those in electronic form, 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. The Work Product is 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

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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 and Owner shall indemnify and hold harmless the Architect and its consultants and agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of the subsequent use, to the extent allowed by law.

§ 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 ten (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 includes, but is not limited to, damages incurred by the Owner or Architect for rental expenses, for loss of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or the services of such persons. This waiver is applicable, without limitation, to all consequential damages due to Owner's termination of this Agreement.

§ 8.1.4 In any litigation under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party. In claims for monetary damages, the total amount of recoverable attorneys' fees and costs shall not exceed the net monetary award of the prevailing party. In addition, the terms of this Section shall not apply and both parties shall bear their own attorneys' fees and costs if: (1) there is no prevailing party on any claim or counterclaim; or (2) the prevailing party has rejected a bona fide written settlement offer from the other party in an amount greater than the amount of the judgment or award received by the prevailing party, in which case the prevailing party shall not be entitled to reimbursement for its attorneys' fees and costs

§ **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 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

[X] 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) 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 where the Owner has a contractual basis for withholding. 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. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused by the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all

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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.

§ 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 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 ten (10) 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 and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements

§ 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 maters 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.

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§ 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. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

§ 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. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement or heighten or modify the Standard of Care in Section 2.2.

§ 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 The Owner acknowledges that the Architect has no expertise in, and is not being retained for the purposes of, investigating, detecting, abating, replacing, remediating, or removing any items, products, or materials containing hazardous substances. 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. The Architect agrees that to the best of its knowledge, information, and belief, it shall not knowingly specify or incorporate into its designs or in its drawings or specifications any hazardous substance (other than those related to standard building construction, operations, or maintenance), except in accordance with applicable environmental laws. Architect's responsibility under this Section 10.6 is subject to the Standard of Care in Section 2.2 and shall be limited to the knowledge about hazardous materials that the Architect gains in the Architect's review of manufacturer's specifications and/or brochures for the Project. Unless otherwise disclosed and arranged for disposal, the Owner represents to the Architect that, to the best of the Owner's knowledge and belief, no hazardous or toxic substances within the meaning of any applicable statute or regulation are presently stored, or otherwise located on the Project site, or adjacent thereto. The Architect shall promptly disclose in writing to the Owner any hazardous materials it observes on site (that were not previously disclosed by the Owner), 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.The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except 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

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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 directly related to litigation involving the Project that is not available as a matter of public record or public access; 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. 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.

§ 10.11 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 or below. Notices delivered personally shall be deemed communicated at the time of actual receipt. Copies of legal notices shall also be sent to:

For Perkins+Will
Mr. Brodie Stephens, General Counsel, Perkins+Will, Inc., 2 Bryant Street, Suite 300, San Francisco, CA 94105.

For Lake Travis
Allyson Collins, or Successor, General Counsel, 3322 Ranch Rd. 620 S., Austin, TX 78738

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

§ 10.13 Intentionally omitted.

§ 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.

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§ 10.16 . Intentionally omitted.

§ 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 Intentionally deleted.

§ 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 22.08344 or cause such information to be provided by 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 own consultants 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.

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10.20.4 Any subcontractor entity of the Architect shall be required by the terms of its 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 prior to the date invoice payment is due, shall list the contractual basis 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 11.10.2.2 of this Agreement. Subject to the forgoing, the amount of the Architect's compensation shall be as follows:

.1 To Be Determined by Parties and Included with the GMP Amendment

(Paragraphs deleted)
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 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	ten	percent (	10	%)
Design Development Phase	twenty		20	%)
Construction Documents Phase	Thirty-five		35	%)
Procurement Phase	Five		5	%)
Construction Phase	Thirty		30	%)
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.

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§ 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)

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Undisputed amounts shall be paid within the time period required under Texas Government Code Chapter 2251.021. Past due payments shall bear interest according to Texas Government Code Chapter 2251.025.

§ 11.10.2.2 The Owner may withhold payment of the applicable portion of the invoice to the extent (1) the Owner has timely disapproved all or a portion of the invoice for which Architect is requesting payment and the Owner has a contractual basis for withholding, (2) liens have been recorded against the Project by one of the Architect's consultants for non-payment, but only if the Owner has paid the Architect for the consultant's work, unless Architect has removed such liens upon written notice of the same, (3) of any material breach or default by Architect of the required services under this Agreement that is not remedied after ten (10) days' written notice of noncompliance and the failure to cure or diligently pursue a cure within the 10-day period, or (4) of any amounts paid by the Owner to offset sums requested by or paid to contractors for the cost of changes in the Work, but only to the extent the Architect agrees to such amount or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 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.

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 or its employees or subcontractors for its professional negligence, 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 EIGHT (8) YEARS AFTER SUBSTANTIAL COMPLETION (PLUS AN ADDITIONAL ONE (1) YEARSIF 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, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM DAMAGE, LIABILITY, OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY OWNER ON ACCOUNT OF CLAIMS BY THIRD PARTIES FOR: (1) 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 OR INTENTIONAL TORTCOMMITTED BY THE ARCHITECT OR THE ARCHITECT'S EMPLOYEES, OR ANY ARCHITECT CONSULTANT UNDER CONTRACT FOR THIS PROJECT, (2) INTELLECTUAL PROPERTY INFRINGEMENT (EXCEPT IF CUASED BY INFORMATION PROVIDED BY OWNER TO ARCHITECT OR RELATING SOLELY TO A PARTICULAR PROCESS OR PRODUCT SPECIFIED OR REQUIRED BY OWNER AND NOT OFFERED OR RECOMMENDED BY ARCHITECT TO OWNER), OR (3) IF A CLAIM OR MECHANIC'S LIEN IS ASSERTED BY ONE OF THE ARCHITECT'S CONSULTANTS FOR NON-PAYMENT, BUT ONLY IF THE OWNER HAD PAID THE ARCHITECT FOR THE CONSULTANT'S SERVICES; 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, agents, or third-parties.

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

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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 until the expiration of the statute of repose.

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.

12.4 FORCE MAJEURE

The Architect shall not be liable if the failure to perform the contract arises from causes beyond its control and without the fault or negligence of the Architect. Examples of such causes include acts of God or of the public enemy, acts of the Owner or third parties, fires, floods, pandemics or epidemics, quarantine restrictions, strikes or labor actions, boycotts, freight embargoes, and unusually severe weather for the location of the Project.

§12.5 JOBSITE SAFETY

Notwithstanding any contrary or potentially ambiguous description of Architect services, it is intended that the Architect shall have no responsibility for jobsite safety on the Project. The Contractor and Subcontractors shall have full and sole authority for all safety programs and precautions and the means, methods, techniques, sequences, and procedures in connection with the Work. When the Architect is present at the site, such presence shall be only for the purpose of endeavoring to protect the Owner against any deviations or defects in the completed construction Work, and the Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures. No provision of this Agreement shall be interpreted to confer upon the Architect any duty owed under the common law, under OSHA, or any other statute or regulation to construction workers or any other party regarding safety or the prevention of accidents at the jobsite.

§12.6 CODE COMPLIANCE

The Architect shall conform the Drawings and Specifications with the professional standard of care relative to applicable federal, state, and local laws, statutes, ordinances, rules, regulations, orders, or other legal requirements, including but not limited to all zoning, building, occupancy, environmental, and land use laws, requirements, regulations, and ordinances relating to the construction, use, and occupancy of the Project (collectively "Governmental Requirements") existing on the date of this Agreement. However, the Owner recognizes that interpretations by government officials ("Code Authority") are often subject to change even after issuance of a building permit. If after award of a building permit, modifications to the Drawings and Specifications are required because of an interpretation by the Code Authority which had not been previously given, or which if given, was different than a prior interpretation by the Code Authority, Architect shall make the required modifications, but the cost of such modifications shall be considered an Additional Service. Nothing contained herein shall relieve the Architect of its obligations to modify at its own expense Plans and Specifications which the Architect has negligently failed to prepare in compliance with the applicable Governmental Requirements.

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.

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.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:
(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
Exhibit B – Hourly Rates
Exhibit C – Substantial and Final Completion Forms

.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	**PERKINS & WILL**
OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Paul Norton, Superintendent *(Printed name and title)*	Angela Whitaker-Williams, Principal-in-Charge *(Printed name, title, and license number, if required)*

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Additions and Deletions Report for

AIA® Document B101® – 2017

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

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PAGE 1

AGREEMENT made as of the 21st day of February in the year 2024

...

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

...

Perkins+Will, Inc.
310 Comal St, Suite 100
Austin, TX 78702
Telephone: 512-997-5260

...

CMR 23-08
Administration Building 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 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. This Agreement is based on the Initial Information set forth in this Section 1.1.

...

LTISD 2022 Bond Program

...

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LTISD Administration Building Additions to include construction of a two "wing" to the North side of the existing Administration Building with MEP improvements to the existing portion of the building.

...

$4,418,100

§ 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:

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Programming and design: Fall 2024

.2 ~~Construction~~ Notice to Proceed/Construction commencement date:

Construction to being Summer 2026

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

TBD

...

See any Project addendums

...

Construction Manager at Risk

...

Not applicable.

...

Not applicable.

...

Robert Winovitch
Director of Facilities
winovitchr@ltischools.org

...

Not applicable.

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~~**.2** Civil Engineer:~~**.2** Surveying

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~~.3 Other, if any:~~.3 Third Party Plan Review
~~*(List any other consultants and contractors retained by the Owner.)*~~

.4 HVAC Commissioning

...

Angela Whitaker-Williams
Principal-in-Charge
310 Comal St., Suite 100
Austin, TX 78702
Angela.whitaker-williams@perkinswill.com
512-997-5261

...

~~.2 Mechanical Engineer:~~

.2 MEP Engineer:

~~.3 Electrical~~ .3 Civil Engineer:
.4 Landscape Architect (If needed)
.5 IT Design
.6 AC Controls
.7 TAS ADA Review
.8 Fire Alarm Design
.9 DAS Communication System (If needed)

§ 1.1.11.2 Consultants retained under ~~Supplemental Services:~~
Additional Services:

...

N/A

§ 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~~

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~~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.~~Architect uses building information modeling software ("BIM") as its primary production tool for internal design, coordination, and documentation. The Architect's Services do not include any intended use of the BIM for the Owner or any third parties (including but not limited to the Contractor) which may include, but is not limited to, quantity takeoffs, construction estimation, construction sequencing or phasing, clash detection, shop drawings, site safety, operations and maintenance, building automation systems, existing conditions modeling, digital fabrication, prefabrication, as-constructed record modeling, or asset management. The formatting and level of development of the BIM will follow the Architect's normal business practices unless explicitly called out in this Agreement or its exhibits. The deliverable of electronic documents to the Owner shall be in PDF form unless requested in BIM. If so requested, the BIM shall be provided in the native file format software the Architect uses to produce the Architect's Instruments of Service.

§ 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,~~ a BIM execution plan 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.~~employees

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§ 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. 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 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 consistent with Section 1.3. 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 "Standard of Care"). Notwithstanding any clause in this Agreement to the contrary, Architect expressly disclaims all express or implied warranties and guarantees with respect to the quality of performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether Architect performed its services consistent with Standard of Care. The Architect shall diligently perform all services under this Agreement and shall, subject to the Standard of Care, 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 Standard of Care and the orderly progress of the Work. The Architect's services shall be reasonably accurate and

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reasonably free from any material errors or omissions as is consistent with the Standard of Care. 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 a material element of this Agreement, subject to the Standard of Care as defined herein and any force majeure events.

§ 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: Angela Whitaker-Williams.

§ 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. The Architect shall also conform to applicable laws governing conflicts of interest.

§ 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 from claims arising out of the negligent performance of the professional services by Architect under this Agreement and caused by negligent acts, errors, or omissions, of the Architect, such insurance to be in a form reasonably 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, through annually renewing policies, 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, Commercial general liability, and commercial automobile liability, and not less than eight (8) years (or Nine (9) 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 additional insured endorsements, showing that coverage has been extended. The Architect shall, if allowed by law, add the Owner as an additional insured under its policies for commercial general liability, commercial 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 additional insured endorsements for the insurance required under this Agreement.

§ 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.

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§ 2.5.3 ~~The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~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 polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. 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, except 10 days' notice for nonpayment of premium. 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 reasonably 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.

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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.

§ 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 but the Architect shall not be obligated to agree to amendments that expand or modify the Architect's services or liability under this Agreement..

.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

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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 negligent errors or omissions.

§ 3.1.2 As part of the Architect's Basic Services, the Architect shall, subject to the Standard of Care, carefully study the information provided by the Owner relative to the Project; shall visit and observe the site where the Project is to be located and the surroundings and adjacent areas; observe 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,~~ 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,~~ 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 applicable to the Architect's services and within the Architect's reasonable control, 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 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 accordance with the Standard of Care for conformance 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 preparing its Instruments of Service according to the Standard of Care for conformance 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. The Architect shall design the Project according to the

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Standard of Care 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.

§ 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 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.~~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.

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§ 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 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; provided, however, this approval shall not relieve the Architect of the Architect's responsibility and liability to provide documents consistent with 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~~ 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 submit prepare a preliminary to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3. To the extent the Owner has stipulated a 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 prepared according to the Standard of Care. 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,

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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 prepared in accordance with Section 6.3

§ 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 prepared according to 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.

...

§ 3.4.1 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.~~ approval.. 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 according to the Standard of Care 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 be prepared according to the Standard of Care for conformance with the Owner's budgetary constraints, programmatic needs and written standards 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 according to the Standard of Care 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.~~3.6.4.The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work

§ 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. 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.

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§ 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 per 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. 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.~~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 according to the Standard of Care.

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, except as indicated on the certification.
- **.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

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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.

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 ~~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,~~and

~~**.4**~~ **.6** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the ~~Owner.~~Owner; and

.7 organizing and participating in selection interviews with prospective contractors.

§ 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.

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

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase ~~Services.~~ 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 Contractor's 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 by Architect's negligent design errors or omissions shall be at no additional cost to Owner.

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

...

§ 3.6.2.1 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~~ to (1) become generally familiar with the progress and quality of the ~~portion of the~~ Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract ~~Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about~~ Documents, (2) to reject any observed non-conforming Work, (3) to keep the Owner informed about the progress and quality of the portion of the Work completed, and (4) to document the progress of the Work, in written and photographic form as appropriate. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect. Attendees will include Owner's representative, the Contractor's project manager and/or superintendent, Architect's project representative, and the Architect. Architect or its authorized representative will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. Additionally, Architect or its authorized representative will provide on-site observations prior to the covering up or closing up of portions of the construction, which if covered, could conceal problems with the structural integrity of the Project. Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect and will assist the Owner in the development of requests for

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qualifications or other solicitations for any required testing services approved by the Owner. On the basis of the on-site observations or inspections by Architect, Architect shall keep Owner and Contractor informed of the progress and quality of the ~~portion of the~~ Work ~~completed,~~ and promptly report to the Owner in writing (1) known deviations from the Contract ~~Documents, (2) known deviations~~ Documents and from the most recent construction schedule submitted by the Contractor, and ~~(3) defects and deficiencies observed in the Work.~~(2) observed defects and deficiencies in the Work and corrective actions taken or recommended. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or safety precautions and programs in connection the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Any services by Architect made necessary by Architect's negligent errors or omissions or failure to comply with the Standard of Care shall be at no additional cost to Owner.

§ 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~~ 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, including the Owner's independent inspection and verification of testing services.

§ 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 review and certify the amounts due the Contractor and shall issue certificates in such ~~amounts.~~ 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 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

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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 , (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.

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§ 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.

§ 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 observed 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 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, and shall incorporate such changes in closeout documents furnished to the Owner at the completion of the Project.

...

§ 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.~~ 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.~~ Time which are consistent with the intent of

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the Contract Documents. 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.

...

§ 3.6.5.3 Intentionally omitted.

§ 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. Because the as-constructed record drawings will be based on the Contractor's mark-ups, the Architect is not responsible for the accuracy or completeness of the Contractor's changes that are incorporated into the as-constructed record drawings.

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- **.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, which forms are included as Exhibit C;
- **.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,~~and
- **.4** issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract ~~Documents.~~Documents;

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. The Architect's inspections shall continue until Final Completion is achieved and any warranty work is complete and accepted by the Owner, but after 2 inspections, they shall be provided as an Additional Service.

§ 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~~
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

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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 *(Architect, Owner, or not provided)*
§ 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 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 ~~beyond that required in Section 6.3~~	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	Architect – Additional Service
§ 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 Services
§ 4.1.1.22 Security evaluation and planning	Architect – Additional Services
§ 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
~~**§ 4.1.1.26** Multiple bid packages~~	
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect – Additional Services (if needed)
§ 4.1.1.29 Warranty Phase Support Services	Architect – Basic Service
~~**§ 4.1.1.29** Other services provided by specialty Consultants~~	
§ 4.1.1.30 Land Surveying	Owner

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~~Supplemental~~ Services	Responsibility *(Architect, Owner, or not provided)*
~~§ 4.1.1.30 Other Supplemental~~ § 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 – Basic 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	Not Provided
§ 4.1.1.40 TAS Review / Inspection	Architect – Basic Service

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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.~~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.~~ 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. 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.

§ 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

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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 associated with LEED® certification goals;

.3 ~~Changing~~ Subject to section 12.6, changing or editing previously prepared and approved Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific official 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;

...

~~.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;~~hearing except for those expressly required elsewhere in this Agreement;

~~.8~~ .7 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

~~.9~~ ~~Evaluation of the qualifications of entities providing bids or proposals;~~

~~.10~~ .8 Consultation concerning replacement of Work resulting from fire or other cause during ~~construction; or,~~construction.

.9 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

~~.11~~ ~~Assistance to the Initial Decision Maker, if other than the Architect.~~ **.10** 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; or

.11 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. Nothing contained herein shall relieve the Architect of its obligations to prepare such Change Order or Construction Directives at its own expense if such changes are necessitated by Architect's own negligence.

§ 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 ~~(—)~~ Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the ~~Contractor~~Contractor;

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.2 ~~( ) visits~~ Three (3) Visits to the site by the Architect during construction as required by Section 3.6.2.1;

.3 ~~( )~~ Three (3) 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 ~~( )~~ Three (3) inspections for ~~any~~ each portion of the Work to determine final completion.

...

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

§ 5.5 The Owner ~~shall~~ shall, if necessary for the Project, 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.

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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 .

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

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that 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, except for those portions designed by the Owner's consultants or design-build contractors. Therefore, Owner shall be entitled to rely on the Construction Documents, services, and information furnished by the Architect.

§ 5.12 The Owner shall endeavor to 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~~ endeavor to 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.

...

§ 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.

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§ 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

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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.~~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. 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,~~or

.5 implement any other mutually acceptable ~~alternative.~~alternative

.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 shall modify the Construction Documents~~ Sections 6.6.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the ~~Construction Documents~~ Design Development 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 revisions in the Construction Documents Phase rk 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,

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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.~~Drawings, Specifications, and other Documents, including those in electronic form, 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. The Work Product is 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 and Owner shall indemnify and hold harmless the Architect and its consultants and agents and

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employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of the subsequent use, to the extent allowed by law.

§ 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~~ ten (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.

...

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 includes, but is not limited to, damages incurred by the Owner or Architect for rental expenses, for loss of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or the services of such persons. This 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.

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§ 8.1.4 In any litigation under this Agreement, reasonable and necessary attorneys' fees may be awarded to the prevailing party. In claims for monetary damages, the total amount of recoverable attorneys' fees and costs shall not exceed the net monetary award of the prevailing party. In addition, the terms of this Section shall not apply and both parties shall bear their own attorneys' fees and costs if: (1) there is no prevailing party on any claim or counterclaim; or (2) the prevailing party has rejected a bona fide written settlement offer from the other party in an amount greater than the amount of the judgment or award received by the prevailing party, in which case the prevailing party shall not be entitled to reimbursement for its attorneys' fees and costs

§ **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.

...

[X] 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~~

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~~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.~~ 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 where the Owner has a contractual basis for withholding. 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. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused by 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.

§ 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 by the interruption and resumption of the Architect's services. The Architect's fees for the

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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~~ ten (10) 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 ~~incurred,~~ then due and costs attributable to termination, including the costs attributable to the Architect's termination of consultant ~~agreements.~~agreements

§ 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 maters of controversy concerning this Agreement shall be governed, construed, and interpreted by the law of the State of Texas, without

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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~~ 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, 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.~~other party, except as expressly allowed by this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

§ 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 this ~~Agreement.~~Agreement or heighten or modify the Standard of Care in Section 2.2.

§ 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 The Owner acknowledges that the Architect has no expertise in, and is not being retained for the purposes of, investigating, detecting, abating, replacing, remediating, or removing any items, products, or materials containing hazardous substances. 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. The Architect agrees that to the best of its knowledge, information, and belief, it shall not knowingly specify or incorporate into its designs or in its drawings or specifications any hazardous substance (other than those related to standard building construction, operations, or maintenance), except in accordance with applicable environmental laws. Architect's responsibility under this Section 10.6 is subject to the Standard of Care in Section 2.2 and shall be limited to the knowledge about hazardous materials that the Architect gains in the Architect's review of manufacturer's specifications and/or brochures for the Project. Unless otherwise disclosed and arranged for disposal, the Owner represents to the Architect that, to the best of the Owner's knowledge and belief, no hazardous or toxic substances within the meaning of any applicable statute or regulation are presently stored, or otherwise located on the Project site, or adjacent thereto. The Architect shall promptly disclose in writing to the Owner any hazardous materials it observes on site (that were not previously disclosed by the Owner), 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 provides notice that confidential and proprietary information shall include, but shall not be limited to, all items listed in Section 10.8.The Owner shall provide professional credit for the Architect in the Owner's

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promotional materials for the Project. ~~This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.~~

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except ~~as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.~~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 directly related to litigation involving the Project that is not available as a matter of public record or public access; 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. 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.

§ 10.11 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 or below. Notices delivered personally shall be deemed communicated at the time of actual receipt. Copies of legal notices shall also be sent to:

For Perkins+Will
Mr. Brodie Stephens, General Counsel, Perkins+Will, Inc., 2 Bryant Street, Suite 300, San Francisco, CA 94105.

For Lake Travis
Allyson Collins, or Successor, General Counsel, 3322 Ranch Rd. 620 S., Austin, TX 78738

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

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§ 10.13 Intentionally omitted.

§ 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 . Intentionally omitted.

§ 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 Intentionally deleted.

§ 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 22.08344 or cause such information to be provided by 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

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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 own consultants 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 its contract with Architect to comply with the same terms set forth above regarding such subcontracting entity's employees.

§ 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 prior to the date invoice payment is due, shall list the contractual basis 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 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~~To Be Determined by Parties and Included with the GMP Amendment
~~*(Insert amount)*~~

~~**.2** Percentage Basis~~
~~*(Insert percentage value)*~~

~~( ) % 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:~~

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~~*(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	ten	percent (	10	%)
Design Development Phase	twenty	~~percent (~~	20	%)
Construction Documents Phase	Thirty-five	~~percent (~~	35	%)
Procurement Phase	Five	~~percent (~~	5	%)
Construction Phase	Thirty	~~percent (~~	30	%)

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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.

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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;

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.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.

...

§ 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.)*~~

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~~—%—~~Undisputed amounts shall be paid within the time period required under Texas Government Code Chapter 2251.021. Past due payments shall bear interest according to Texas Government Code Chapter 2251.025.

§ 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~~ may withhold payment of the applicable portion of the invoice to the extent (1) the Owner has timely disapproved all or a portion of the invoice for which Architect is requesting payment and the Owner has a contractual basis for withholding, (2) liens have been recorded against the Project by one of the Architect's consultants for non-payment, but only if the Owner has paid the Architect for the consultant's work, unless Architect has removed such liens upon written notice of the same, (3) of any material breach or default by Architect of the required services under this Agreement that is not remedied after ten (10) days' written notice of noncompliance and the failure to cure or diligently pursue a cure within the 10-day period, or (4) of any amounts paid by the Owner to offset sums requested by or paid to contractors for the cost of changes in the Work, ~~unless the Architect agrees~~ but only to the extent the Architect agrees to such amount or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 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.

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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 or its employees or subcontractors for its professional negligence, 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 EIGHT (8) YEARS AFTER SUBSTANTIAL COMPLETION (PLUS AN ADDITIONAL ONE (1) YEARSIF 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, REPRESENTATIVES, SERVANTS, AND EMPLOYEES FROM DAMAGE, LIABILITY, OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY OWNER ON ACCOUNT OF CLAIMS BY THIRD PARTIES FOR: (1) 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 OR INTENTIONAL TORTCOMMITTED BY THE ARCHITECT OR THE ARCHITECT'S EMPLOYEES, OR ANY ARCHITECT CONSULTANT UNDER CONTRACT FOR THIS PROJECT, (2) INTELLECTUAL PROPERTY INFRINGEMENT (EXCEPT IF CUASED BY INFORMATION PROVIDED BY OWNER TO ARCHITECT OR RELATING SOLELY TO A PARTICULAR PROCESS OR PRODUCT SPECIFIED OR REQUIRED BY OWNER AND NOT OFFERED OR RECOMMENDED BY ARCHITECT TO OWNER), OR (3) IF A CLAIM OR MECHANIC'S LIEN IS ASSERTED BY ONE OF THE ARCHITECT'S CONSULTANTS FOR NON-PAYMENT, BUT ONLY IF THE OWNER HAD PAID THE ARCHITECT FOR THE CONSULTANT'S SERVICES; 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, agents, or third-parties.

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.

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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 until the expiration of the statute of repose.

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.

12.4 FORCE MAJEURE

The Architect shall not be liable if the failure to perform the contract arises from causes beyond its control and without the fault or negligence of the Architect. Examples of such causes include acts of God or of the public enemy, acts of the Owner or third parties, fires, floods, pandemics or epidemics, quarantine restrictions, strikes or labor actions, boycotts, freight embargoes, and unusually severe weather for the location of the Project.

§12.5 JOBSITE SAFETY

Notwithstanding any contrary or potentially ambiguous description of Architect services, it is intended that the Architect shall have no responsibility for jobsite safety on the Project. The Contractor and Subcontractors shall have full and sole authority for all safety programs and precautions and the means, methods, techniques, sequences, and procedures in connection with the Work. When the Architect is present at the site, such presence shall be only for the purpose of endeavoring to protect the Owner against any deviations or defects in the completed construction Work, and the Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures. No provision of this Agreement shall be interpreted to confer upon the Architect any duty owed under the common law, under OSHA, or any other statute or regulation to construction workers or any other party regarding safety or the prevention of accidents at the jobsite.

§12.6 CODE COMPLIANCE

The Architect shall conform the Drawings and Specifications with the professional standard of care relative to applicable federal, state, and local laws, statutes, ordinances, rules, regulations, orders, or other legal requirements, including but not limited to all zoning, building, occupancy, environmental, and land use laws, requirements, regulations, and ordinances relating to the construction, use, and occupancy of the Project (collectively "Governmental Requirements") existing on the date of this Agreement. However, the Owner recognizes that interpretations by government officials ("Code Authority") are often subject to change even after issuance of a building permit. If after award of a building permit, modifications to the Drawings and Specifications are required because of an interpretation by the Code Authority which had not been previously given, or which if given, was different than a prior interpretation by the Code Authority, Architect shall make the required modifications, but the cost of such modifications shall be considered an Additional Service. Nothing contained herein shall relieve the Architect of its obligations to modify at its own expense Plans and Specifications which the Architect has negligently failed to prepare in compliance with the applicable Governmental Requirements.

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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.

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.2 Intentionally deleted.

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[ ] [X] Other Exhibits incorporated into this Agreement:

...

Exhibit A – Insurance Requirements
Exhibit B – Hourly Rates
Exhibit C – Substantial and Final Completion Forms

...

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

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT	**PERKINS & WILL**
...	
Paul Norton, Superintendent	Angela Whitaker-Williams, Principal-in-Charge

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Certification of Document's Authenticity

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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 11:32:47 ET on 02/15/2024 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)

February 15, 2024

(Dated)

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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 Perkins +Will, Inc. ("Architect") for the Owner's Project: CMR 23-08, LTISD Administration Building Addition, more particularly described in the Agreement ("Project"). The Architect will furnish insurance that meets the requirements set forth below to the extent commercially available:

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, and $2,000,000 products/completed operations aggregate including coverage for contractual liability subject to the policy terms, conditions and exclusions. Such policy/ies shall include within its/their scope coverage for claims including, but not limited to, subject to the policy terms, conditions and exclusions:

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 negligent performance of services under the Agreement

1.1.2. Comprehensive or business automobile liability insurance, with limits not less than $1,000,000 combined single limit per accident, 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,$1,000,000 policy limit for bodily injury by disease and $1,000,000 each employee for bodily injury by disase . 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 general liability and auto liability shall be primary and non-contributory to any other existing valid and collectable insurance to the full limit of liability, 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 or authorized 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 reasonably satisfactory to the District.

1.4. Before commencement of the work under this Agreement, certificates of insurance and copies of the additional insured endorsements shall be furnished to the Owner,.

1.5. All original and copies of certificates of insurance, additional insured blanket endorsements, shall (a) state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation notices; (b) except Worker's compensation/employer's liability and professional liability insurance, add Owner, Owner's members, directors, officers, trustees and employees of any of them as named additional insureds; (c) include a waiver of subrogation in favor of the Owner, except professional liability; (d) include the assigned Project and purchase order number, if applicable; and (e) include an endorsement providing a clause similar to the following: 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, except 10 days' notice for nonpayment of premium." 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.

Exhibit B

Hourly Rate Schedule

The Perkins&Will Hourly Rate Fee Schedule by employee contained herein may be adjusted annually in accordance with the usual and customary salaries of the architectural profession.

• Principal/Associate Principal	$360/hour
• Senior Project Manager / Associate	$300/hour
• Senior Project Architect / Designer	$265/hour
• Project Manager	$270/hour
• Project Architect / Designer	$240/hour
• ARCH III / Interior Designer III	$195/hour
• ARCH II / Interior Designer II	$160/hour
• ARCH I / Interior Designer I	$145/hour
• Intern	$125/hour
• Administrative	$120/hour

EXHIBIT C

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.

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EXHIBIT C

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.)

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_____ Contractor's Affidavit of Payment of Debts and Claims, AIA G706

_____ Proof of Insurance requirements after Final Payment

_____ Contractor statement that insurance will be renewable

_____ Consent of Surety to Final Payment, AIA G707

_____ Contractor's Affidavit of Release of Liens, AIA G706A, or other acceptable documentation.

_____ Written Certificate regarding hazardous material, lead or asbestos

_____ Final List of Subcontractors, AIA G705

_____ Texas Education Agency's Certification of Project Compliance

_____ Maintenance and Instruction Manuals

_____ Record drawings and as-built drawings

Agreed:

ARCHITECT	BY	DATE
CONTRACTOR	BY	DATE

The Owner accepts the Work or designated portion as finally complete at _____ (time) on _____ (date).

Agreed:

OWNER	BY	DATE

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Agreed:

ARCHITECT	BY	DATE

Attach punch list of items to be completed.

Cost estimate of Work that is incomplete or defective: $_____ *(Attach Punch List)*

The Contractor agrees to complete or correct the Work on the list of items attached hereto within thirty (30) days from the above date of Substantial Completion, except as specifically noted below.

Exceptions	Completion Date	Owner Acceptance of Delay Beyond 30 Days
1.		
2.		
3.		
4.		

Agreed:

CONTRACTOR	BY	DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at _____ (time) on _____ (date). Owner further approves a delay in final completion beyond 30 days only as approved by the initials.

Agreed:

OWNER	BY	DATE

Owner and Contractor accept the following responsibilities for security, maintenance, heat, utilities, insurance and damage to the Work:

Owner: _____

Contractor: _____

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

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AGENDA ITEM ACTION SHEET

AGENDA ITEM
Approval of a Contract between Lake Travis ISD and Parkhill Architects for the Agriculture Building Additions and Renovations Project

RECOMMENDED ACTION
Approve the contract between Lake Travis ISD and Parkhill Architects for the Agriculture Building Additions and Renovations Project, and authorize the Superintendent or designee with the authority to execute the contract.

RATIONALE
In May 2023, the Board selected Parkhill Architects for the design of the agriculture building additions and renovations for the 2023 Bond Program. Parkhill 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 Parkhill 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
Parkhill Architects Contract

MEETING DATE
February 21, 2024

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 21st day of February in the year 2024.
(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 R 620 S.
Austin, Texas 78738
Telephone: (512) 533-6000

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

Parkhill
11902 Burnet Rd. Suite 100
Austin, TX 78758
Telephone: (512) 676-2100

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

CMR 23-10
Agricultural Improvements

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.

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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.)

Basic Services: Agricultural Improvements at Lake Travis High School including: New livestock barn, addition to existing welding shop, new exterior restrooms at Vet Science, enclose sides of existing livestock barns, ventilation, heating in barns, new water heaters, new wash rack area in existing barn, large fans for air circulation, feed storage, new green house, additional water sources, generator for pig barn, and new lighting in existing livestock barns.

Off-Site Storm Water: This will be the design and administration of the off-site storm water from the Ag facilities tying into other storm water projects elsewhere on Lake Travis High School site.

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§ 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.)

$3,917,315

§ 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 Summer work schedule:
NTP – June 2024
Design Deliverable – July 2024

.2 Main Ag Project Schedule:
Schematic Design August 2023- February 2024
SD Owner review September 2023
Site plan permit February 2024-August 2024
Design Development February 2024-April 2024
DD Owner review March 2024
Construction Documents April 2024-June 2024
CD Owner Review May 2024
Bid June-July 2024

.3 Substantial Completion and Final Completion dates: TBD

.4 Other milestone dates:

See any Project addendums

§ 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@ltischools.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:

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(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
(Paragraphs deleted)
Engineer
(Paragraphs deleted)
.2 Surveyor
(Paragraphs deleted)
.3 Third party plan review
(Paragraph deleted)
.4 HVAC Commissioning

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

Jamie Zavodny
Parkhill
11902 Burnet Rd. Suite 100
Austin, TX 78758
Telephone: (512) 676-2100
jzavodny@parkhill.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:
(Paragraphs deleted)
.2 MEP Engineer:
(Paragraphs deleted)
.3 Civil Engineer
.4 Landscape Architect (if needed)
.5 IT Design
.6 AC Controls
.7 TAS ADA Review
.8 Fire Alarm Design
.9 DAS Communication System

§ 1.1.11.2 Consultants retained under Additional Services:

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

N/A

§ 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.

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§ 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, all in accordance with the Civil Practice and Remedies Code, Title 6, Chapter 130, paragraph 130.0021. 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: Jamie Zavodny.

§ 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

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commercially available, as to workers compensation, comprehensive general liability, and comprehensive automobile liability, and not less than eight (8) years (or nine (9) 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 polices 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 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

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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 and such changes may be cause for an increase or decrease in the Architect's compensation.

.1 Upon request of the Owner's representative, the Architect shall make 2 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 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

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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 prior to the issuance of the Construction Documents for procurement. 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. 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 reasonable 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 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

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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 opinion of probable costs of the Work 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 opinion 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.

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§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents, 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 opinion 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

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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 opinion 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 opinion of the Cost of the Work shall not exceed the Owner's budget limitations, unless agreed to in writing by the Owner. If the Architect's opinion 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 opinion 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.

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.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 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;

.3 if request by Owner, participating in selection interviews with prospective contractors; and

.4 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.

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§ 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 within the standard of care expressed in this Agreement shall be at no additional cost to Owner. Any 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) observe 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 (6) to document the progress of the Work, in written and photographic form as appropriate. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect. Attendees will include Owner's representative, the Contractor's project manager and/or superintendent, Architect's project representative, and the Architect. Architect or its authorized representative will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. Additionally, Architect or its authorized representative will provide on-site observations prior to the covering up or closing up of portions of the construction, which if covered, could conceal problems with the structural integrity of the Project. Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect and will assist the Owner in the development of requests for qualifications or other solicitations for any required testing services approved by the Owner. On the basis of the on-site observations or inspections by Architect, Architect shall keep Owner and Contractor informed of the progress and quality of the Work and promptly report to the Owner in writing (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies in the Work and corrective actions taken or recommended. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or safety precautions and programs in connection the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Any services by

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Architect made necessary due to Architect's failure to discover a construction defect or nonconforming work shall be at no additional cost to Owner.

§ 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. The Architect's action in reviewing submittals shall be taken in

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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, unless such services are required due to Additional Services as set forth in Article 4.

§ 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

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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;

.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 to the best of the Architect's knowledge, information, and belief, 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** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Architect – Basic Service
§ 4.1.1.2 Multiple preliminary designs	Architect – Basic Service

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Services	Responsibility (Architect, Owner, or not provided)
§ 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	Architect – Basic Service
§ 4.1.1.8 Civil engineering	Architect – Basic 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	Architect – Additional Service
§ 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	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 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	Architect – Additional Service
§ 4.1.1.29 Warranty Phase Support Services	Architect – Basic Service
(Row deleted)	
§ 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 TAS Review/Inspection	Architect – Basic 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	Not Provided

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4.1.1.39 Traffic Design	Owner
4.1.1.40 Permitting	Architect – Basic Service

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 Intentionally deleted.

§ 4.1.2.2 Intentionally deleted.

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

§ 4.1.3 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 enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service or 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 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 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2

(Paragraphs deleted)

Intentionally deleted.

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§ 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 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor;

.2 Two (2) visits to the site by the Architect during construction as required by Section 3.6.2.1;

.3 Two (2) 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 Two (2) 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 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.

§ 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. The parties may agree for this service to be provided by the Architect as an Additional Service.

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

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§ 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 as an Additional Service, 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. 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 endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall endeavor to 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 elements of the Project designed by Architect but not accepted by the Owner due to the fault of the Architect. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, unused 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 opinion of the Cost of the Work and updated opinions 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

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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 opinions 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 opinion 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 opinion of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous opinions 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 opinions 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 opinion of the 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 an Additional 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 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 opinion 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; or
.5 implement any other mutually acceptable alternative.

§ 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

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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 The Drawings, Specifications, and other Documents, including those in electronic form, 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 may 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 may 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.

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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 either (8) or nine (9) years 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 waives 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 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

[X] 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.

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§ 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.

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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 maters 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 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.

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§ 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;

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.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 an 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

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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.

10.20.5 On request of Owner, Architect and/or its consultants shall provide all necessary identifying information to allow Owner to obtain criminal history record information for covered employees of the Architect and all subcontracting entities, Architect shall update this list on Owner's request. Architect and/or its consultants shall further cooperate in all respects with any reasonable request by Owner to assist Owner in obtaining criminal history record information on the employees of Architect and/or its consultants, including without limitation paying any fees or costs reasonably requested by Owner to enable Owner to obtain needed criminal history record information.

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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:

Basic Services: $292,500
Civil Basic Services: $125,500
Total Basic Services: $418,000
Civil Off-site Storm water: **$ 107,252**
Total Fee: $ 525,252

(Paragraph deleted)
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 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	ten	percent (	10	%)
Design Development Phase	twenty		20	%)
Construction Documents Phase	Thirty-five		35	%)
Procurement Phase	Five		5	%)
Construction Phase	Thirty		30	%)
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.

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§ 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 opinion 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 consultants' rates shall be set forth in project addendums.

Employee or Category	Rate ($0.00)

§ 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 Transportation and authorized out of town travel;
.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 Postage, handling, and delivery;
.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 allowable Reimbursable Expenses the compensation shall be billed at invoice cost plus a 15% markup for handling.

§ 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.

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§ 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.)

12.1.1 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 EIGHT (8) YEARS AFTER SUBSTANTIAL COMPLETION (PLUS AN ADDITIONAL ONE (1) YEAR 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 REASONABLE 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 TO THE EXTENT THAT SUCH DAMAGES ARE 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, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT IS LEGALLY RESPONSIBLE; 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.

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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, 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.)

[X] 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
Exhibit B – Hourly Rates

(Paragraphs deleted)
This Agreement entered into as of the day and year first written above.

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT **PARKHILL**

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Paul Norton, Superintendent	Jamie Zavodny, Principal-in-Charge
(Printed name and title)	*(Printed name, title, and license number, if required)*

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Additions and Deletions Report for

AIA® Document B101® – 2017

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

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PAGE 1

AGREEMENT made as of the 21st day of February in the year 2024.

...

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

...

Parkhill
11902 Burnet Rd. Suite 100
Austin, TX 78758
Telephone: (512) 676-2100

...

CMR 23-10
Agricultural Improvements

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

...

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Basic Services: Agricultural Improvements at Lake Travis High School including: New livestock barn, addition to existing welding shop, new exterior restrooms at Vet Science, enclose sides of existing livestock barns, ventilation, heating in barns, new water heaters, new wash rack area in existing barn, large fans for air circulation, feed storage, new green house, additional water sources, generator for pig barn, and new lighting in existing livestock barns.

Off-Site Storm Water: This will be the design and administration of the off-site storm water from the Ag facilities tying into other storm water projects elsewhere on Lake Travis High School site.

PAGE 3

$3,917,315

§ 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 Summer work schedule:
NTP – June 2024
Design Deliverable – July 2024

.2 Main Ag Project Schedule:

.1 ~~Design phase milestone dates, if any:~~Schematic Design August 2023- February 2024
SD Owner review September 2023
Site plan permit February 2024-August 2024
Design Development February 2024-April 2024
DD Owner review March 2024

.2 ~~Construction commencement date:~~Construction Documents April 2024-June 2024
CD Owner Review May 2024
Bid June-July 2024

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

...

See any Project addendums

...

Construction Manager at Risk

...

Not applicable.

...

Not applicable.

...

Robert Winovitch
Director of Facilities
winovitchr@ltischools.org

PAGE 4

Not applicable.

...

.1 Geotechnical ~~Engineer:~~

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Engineer

~~.2 Civil Engineer:~~

.2 Surveyor

~~.3 Other, if any:~~.3 Third party plan review
~~*(List any other consultants and contractors retained by the Owner.)*~~

.4 HVAC Commissioning

...

Jamie Zavodny
Parkhill
11902 Burnet Rd. Suite 100
Austin, TX 78758
Telephone: (512) 676-2100
jzavodny@parkhill.com

...

~~.2 Mechanical Engineer:~~

.2 MEP Engineer:

~~.3 Electrical Engineer:~~.3 Civil Engineer
.4 Landscape Architect (if needed)
.5 IT Design
.6 AC Controls
.7 TAS ADA Review
.8 Fire Alarm Design
.9 DAS Communication System

§ 1.1.11.2 Consultants retained under ~~Supplemental Services:~~

Additional Services:

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...

N/A

§ 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.

PAGE 5

§ 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, all in accordance with the Civil Practice and Remedies Code, Title 6, Chapter 130, paragraph 130.0021. 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,

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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: Jamie Zavodny.

§ 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 eight (8) years (or nine (9) 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~~

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~~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 polices 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.

PAGE 6

§ 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.~~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 and such changes may be cause for an increase or decrease in the Architect's compensation.

.1 Upon request of the Owner's representative, the Architect shall make 2 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.

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.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 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

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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 prior to the issuance of the Construction Documents for procurement. 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. 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 reasonable 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~~ 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~~ 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

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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 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 opinion of probable costs of the Work 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~~ 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 estimate~~ 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 opinion 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

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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 opinion 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 ~~prepared in accordance with Section 6.3.~~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.

...

§ 3.4.1 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

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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.~~opinion 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 opinion of the Cost of the Work shall not exceed the Owner's budget limitations, unless agreed to in writing by the Owner. If the Architect's opinion 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~~ opinion 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.

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.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 ~~facilitating the distribution of Bidding Documents to prospective bidders;~~if requested by the Owner, assist in preparation of bid documents;

.2 ~~organizing and conducting a pre-bid conference for prospective bidders;~~

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; ~~and,~~

.3 if request by Owner, participating in selection interviews with prospective contractors; and

.4 ~~organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~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.

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§ 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 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 within the standard of care expressed in this Agreement shall be at no additional cost to Owner. Any 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 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) observe 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~~ Documents; and (6) to document the progress of the Work, in written and photographic form as appropriate. Furthermore, a minimum of two job site meetings per month from commencement of construction through Final Completion will be initiated by the Architect. Attendees will include Owner's representative, the Contractor's project manager and/or superintendent, Architect's project representative, and the Architect. Architect or its authorized representative will provide on-site observations prior to and during all concrete pours that contribute to the structural integrity of the building, including

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all pours of concrete piers, footings, grade beams, floor slabs, and concrete superstructure components, if applicable. Additionally, Architect or its authorized representative will provide on-site observations prior to the covering up or closing up of portions of the construction, which if covered, could conceal problems with the structural integrity of the Project. Architect will advise Owner of the need for any third-party laboratory or testing services to assist the Architect and will assist the Owner in the development of requests for qualifications or other solicitations for any required testing services approved by the Owner. On the basis of the on-site observations or inspections by Architect, Architect shall keep Owner and Contractor informed of the progress and quality of the ~~portion of the~~ Work ~~completed,~~ and promptly report to the Owner in writing (1) known deviations from the Contract ~~Documents, (2) known deviations~~ Documents and from the most recent construction schedule submitted by the Contractor, and ~~(3) defects and deficiencies observed in the Work.~~(2) defects and deficiencies in the Work and corrective actions taken or recommended. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or safety precautions and programs in connection the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. 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.

§ 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~~ 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

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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.

§ 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, unless such services are required due to Additional Services as set forth in Article 4.

§ 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.

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- **.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,~~ that to the best of the Architect's knowledge, information, and belief, 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

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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 *(Architect, Owner, or not provided)*
§ 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	Architect – Basic Service
§ 4.1.1.8 Civil engineering	Architect – Basic 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 ~~beyond that required in Section 6.3~~	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	Architect – Additional Service
§ 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	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided

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~~Supplemental~~ Services	Responsibility *(Architect, Owner, or not provided)*
§ 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
~~**§ 4.1.1.26** Multiple bid packages~~	
§ 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
~~**§ 4.1.1.29** Other services provided by specialty Consultants~~	
§ 4.1.1.30 Land Surveying	Owner
~~**§ 4.1.1.30** Other Supplemental~~ **4.1.1.31** Geotechnical Services	Owner

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4.1.1.39 Traffic Design	Owner
4.1.1.40 Permitting	Architect – Basic Service

...

§ 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.~~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 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. .

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§ 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;~~Service or 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 ;

...

.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** 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 ~~( )~~ Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the ~~Contractor~~Contractor;

.2 ~~( )~~ Two (2) visits to the site by the Architect during construction as required by Section 3.6.2.1;

.3 ~~( )~~ Two (2) 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 ~~( )~~ Two (2) inspections for ~~any~~ each portion of the Work to determine final completion.

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

§ 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. The parties may agree for this service to be provided by the Architect as an Additional Service.

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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 .
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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 as an Additional Service, 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. 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 endeavor to 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~~ endeavor to 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.

...

§ 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, the Owner.~~ 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 due to the fault of the Architect. The Cost of the Work does not include the compensation of the ~~Architect;~~ Architect, the costs of the land, rights-of-way, financing, ~~or~~ unused 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.

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§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and ~~shall~~ may be adjusted throughout the Project as required under ~~Sections 5.2, 6.4 and 6.5.~~ this Agreement. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary ~~estimate~~ opinion of the Cost of the Work and updated ~~estimates~~ opinions 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~~ opinions 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 ~~In preparing estimates~~ The Architect, and the Construction Manager at Risk, if applicable, shall prepare a preliminary opinion 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 opinion of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous opinions 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 opinions 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;~~ 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~~ the opinion of the 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~~ an Additional 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~~ opinion 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,~~or

...

§ 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~~

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~~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.~~Drawings, Specifications, and other Documents, including those in electronic form, 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 may perform the work for an additional compensation that will fairly compensate the Architect only for the additional work

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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 may 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~~ either (8) or nine (9) 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~~ waives 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.

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§ 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.~~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.

...

[X] 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,~~

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~~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.

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§ 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.

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§ 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 maters 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,

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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~~ 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

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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,

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.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 an 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.

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§ 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.

10.20.5 On request of Owner, Architect and/or its consultants shall provide all necessary identifying information to allow Owner to obtain criminal history record information for covered employees of the Architect and all subcontracting entities, Architect shall update this list on Owner's request. Architect and/or its consultants shall further cooperate in all respects with any reasonable request by Owner to assist Owner in obtaining criminal history record information on the employees of Architect and/or its consultants, including without limitation paying any fees or costs reasonably requested by Owner to enable Owner to obtain needed criminal history record information.

§ 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:

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~~.1 Stipulated Sum~~Basic Services: $292,500
~~*(Insert amount)*~~Civil Basic Services: $125,500
Total Basic Services: $418,000
Civil Off-site Storm water: **$ 107,252**
Total Fee: $ 525,252

~~.2 Percentage Basis~~
~~*(Insert percentage value)*~~

~~( ) % 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 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	ten	percent (	10	%)
Design Development Phase	twenty	~~percent (~~	20	%)
Construction Documents Phase	Thirty-five	~~percent (~~	35	%)
Procurement Phase	Five	~~percent (~~	5	%)
Construction Phase	Thirty	~~percent (~~	30	%)

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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 opinion 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.
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See Exhibit B for Architect rates. Architect's consultants' rates shall be set forth in project addendums.

...

§ 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;~~out of town travel;

.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;~~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;

...

.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 allowable Reimbursable Expenses the compensation shall be ~~the expenses incurred by the Architect and the Architect's consultants plus [ ] percent ([ ] %) of the expenses incurred.~~billed at invoice cost plus a 15% markup for handling.

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§ 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.

...

§ 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.
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§ 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.

...

12.1.1 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 EIGHT (8) YEARS AFTER SUBSTANTIAL COMPLETION (PLUS

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AN ADDITIONAL ONE (1) YEAR 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 REASONABLE 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 TO THE EXTENT THAT SUCH DAMAGES ARE 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, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT IS LEGALLY RESPONSIBLE; 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, 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.

...

~~[ ]~~ [X] Other Exhibits incorporated into this Agreement:

...

Exhibit A – Insurance Requirements
Exhibit B – Hourly Rates

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

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

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT **PARKHILL**

...

Paul Norton, Superintendent | Jamie Zavodny, Principal-in-Charge

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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 12:14:08 ET on 02/08/2024 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)

February 8, 2024

(Dated)

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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 Parkhill ("Architect") for the Owner's Project: CMR 23-10, Agricultural Improvements, 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 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, non-renewal or other notices as applicable; (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 a clause substantially similar to the following: "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.

Exhibit B to B101 Agreement

Parkhill
Hourly Rate Schedule
January 1, 2024 through December 31, 2024

Client: Lake Travis ISD **Project:** Ag Improvements

Agreement Date: February 2024 **Location:** Lake Travis High School

CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	$75.00
SUPPORT STAFF II	$88.00
SUPPORT STAFF III	$120.00
SUPPORT STAFF IV	$129.00
SUPPORT STAFF V	$143.00
SUPPORT STAFF VI	$154.00
PROFESSIONAL LEVEL I	
Architect	$151.00
Civil Engineer	$165.00
Electrical Engineer	$168.00
Interior Designer	$144.00
Landscape Architect	$144.00
Mechanical Engineer	$158.00
Structural Engineer	$158.00
Survey Tech	$134.00
Other Professional	$141.00
PROFESSIONAL LEVEL II	
Architect	$163.00
Civil Engineer	$184.00
Electrical Engineer	$190.00
Interior Designer	$151.00
Landscape Architect	$151.00
Mechanical Engineer	$181.00
Structural Engineer	$179.00
Survey Tech	$146.00
Other Professional	$148.00

CLASSIFICATION	HOURLY RATE
PROFESSIONAL LEVEL III	
Architect	$186.00
Civil Engineer	$227.00
Electrical Engineer	$222.00
Interior Designer	$166.00
Landscape Architect	$179.00
Mechanical Engineer	$211.00
Structural Engineer	$219.00
Survey Tech	$170.00
Other Professional	$163.00
PROFESSIONAL LEVEL IV	
Architect	$226.00
Civil Engineer	$265.00
Electrical Engineer	$260.00
Interior Designer	$181.00
Landscape Architect	$194.00
Mechanical Engineer	$248.00
Structural Engineer	$253.00
Survey Tech	$207.00
Other Professional	$193.00
PROFESSIONAL LEVEL V	
Architect	$275.00
Civil Engineer	$319.00
Electrical Engineer	$317.00
Interior Designer	$218.00
Landscape Architect	$236.00
Mechanical Engineer	$302.00
Structural Engineer	$305.00
Professional Land Surveyor	$240.00
Other Professional	$215.00

CLASSIFICATION	HOURLY RATE
PROFESSIONAL LEVEL VI	
Architect	$305.00
Civil Engineer	$344.00
Electrical Engineer	$358.00
Interior Designer	$264.00
Landscape Architect	$285.00
Mechanical Engineer	$343.00
Structural Engineer	$329.00
Professional Land Surveyor	$266.00
Other Professional	$259.00
PROFESSIONAL LEVEL VII	
Architect	$392.00
Civil Engineer	$410.00
Electrical Engineer	$410.00
Interior Designer	$295.00
Landscape Architect	$392.00
Mechanical Engineer	$392.00
Structural Engineer	$410.00
Professional Land Surveyor	$319.00
Other Professional	$392.00

Expenses: Reimbursement for expenses as listed, but not limited to, incurred in connection with services, will be at cost plus 15 percent for items such as:

1. Maps, photographs, postage, phone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job-specific fees, insurance, permits, and licenses applicable to work services.
5. Mileage at IRS-approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one-and-a-half times these Hourly Rates. Excise and gross receipt taxes, if any, will be added as an expense.
Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2024 through December 31, 2024. After December 31, 2024, invoices will reflect the Schedule of Charges currently in effect.

AGENDA ITEM ACTION SHEET

AGENDA ITEM
Agreement with Travis County and Other Municipalities Regarding May 4, 2024 Joint Election

RECOMMENDED ACTION
Move to approve the Joint Election Agreement with Travis County for the May 4, 2024 Board Election.

RATIONALE
State law authorizes a school district that holds an election in May to conduct a joint election with a municipality within its district. Travis County will provide both election services and a joint election for most jurisdictions in Travis County that are holding a May election. Through the joint election agreement with Travis County, voters in Lake Travis Independent School District voting precincts can be served by common polling places. The agreement includes entity responsibilities and shared costs of the election.

BUDGET PROVISIONS
$50,000-General Fund Budget

RESOURCE PERSONNEL
Pam Sanchez – Assistant Superintendent of Business Services
Allyson Collins – General Counsel
Philippa Ford – Elections Official

ATTACHMENTS
Joint Election Agreement for May 4, 2024 Elections

MEETING DATE
February 21, 2024

JOINT ELECTION AGREEMENT
FOR MAY 4, 2024
ELECTIONS

Recitals

1. Travis County (the "County") will be conducting general and special elections for the participating entities (each, a "Participating Entity," and together, the "Participating Entities") listed in Exhibit A, which is attached to and incorporated into this agreement, on May 4, 2024. Each Participating Entity requires elections to be held on May 4, 2024 in those portions the Participating Entity's territory that are located in Travis County.

2. Under Texas Election Code Section 271.002, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory.

3. Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.

4. It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve.

Pursuant to Texas Election Code Sections 271.002 and 271.003 and Texas Government Code Chapter 791, this Joint Election Agreement is entered into by and between Travis County, a political subdivision of the State of Texas acting by and through the Travis County Commissioners Court, and the Participating Entities, each acting by and through their respective governing bodies.

I. Scope of Joint Election Agreement

This agreement covers conducting the May 4, 2024 General and Special Elections for the Participating Entities. The Participating Entities will hold these elections on May 4, 2024 ("Election Day") jointly for the Participating Entities' voters who reside in Travis County.

II. Election Officer

The Participating Entities hereby appoint the Travis County Clerk, the election officer for Travis County, as the election officer to perform or supervise the County's duties and responsibilities involved in conducting the joint election covered by this agreement.

III. Early Voting

Each of the Participating Entities agrees to conduct its early voting jointly. Each of the Participating Entities appoints the Travis County Clerk, the early voting clerk for Travis County, as the early voting clerk for the joint election. Early voting for the Participating

Entities will be conducted at the dates, times, and locations to be mutually agreed upon by the election officer and authorized and ordered by the governing body of each Participating Entity.

A. County Responsibilities

1. The County will provide to the governing body of each Participating Entity a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body, under Texas Election Code chapter 85.

2. The Travis County Clerk, as the early voting clerk, will be responsible for conducting early voting by mail and by personal appearance for all Travis County voters voting in the joint election. The Travis County Clerk will receive from each Participating Entity's regular early voting clerk applications for early voting ballots to be voted by mail, under Texas Election Code Title 7. The Travis County Clerk will send early voting ballots by mail and receive early voting ballots for early voting by mail. The Travis County Clerk may appoint such deputy early voting clerks as necessary to assist the Travis County Clerk with voting to take place at the early voting locations.

3. The County will determine the number of election workers to hire to conduct early voting in the joint election. The Travis County Clerk will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the joint election. The training of these election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility for election schools to train election workers employed in conducting early voting, including early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail, and other aspects of the early voting program for the joint election. The County will name early voting deputies and clerks employed to conduct early voting.

4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the joint election, including ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.

5. The County will be responsible for preparing and transporting the electronic voting equipment necessary to conduct early voting. The County will perform all tests of voting equipment as required, including posting notice of equipment testing.

6. Under Election Code sections 66.058 and 271.010, the Participating Entities appoint the Travis County Clerk as the joint custodian of records for the sole purpose of preserving all voted ballots securely in a locked room in

the locked ballot boxes for the preservation period that the Election Code requires.

7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include these languages. The County will provide each Participating Entity with a final proof of ballot language for approval before printing the ballots. Upon final proof approval, ballots will be printed in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the ballot mail outs for the Early Voting by Mail Program.

8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters will be used for early voting. A single, combined ballot and single ballot box will be used. The County will use an electronic voting system, as defined and described in Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.

9. The County will be responsible for conducting the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks, and the judge and clerks will comprise the Early Voting Ballot Board and will count and return early voting ballots, and perform other duties the Election Code requires of it.

B. <u>Participating Entities' Responsibilities</u>

1. Each Participating Entity will appoint a qualified person to serve as the regular early voting clerk for the Participating Entity. The regular early voting clerk for each respective Participating Entity will receive requests for applications for early voting ballots to be voted by mail and will forward in a timely manner, as prescribed by law, any and all applications for early voting ballots to be voted by mail, received in the Entity's office, to the Travis County Clerk.

2. Each Participating Entity will appoint a qualified person to act as custodian of records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.

3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. The Participating Entity must make any additions, modifications, deletions, or other changes to such ballot contents or language before the Participating Entity's final proof approval. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot,

for final proof approval. Upon final proof approval, the ballot will be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the printed ballot mail outs for the Early Voting by Mail Program.

IV. Election Day

A. County Responsibilities

1. The County will designate and confirm all Election Day polling place locations for the joint election, and will forward such information to the Participating Entities in a timely fashion to allow the governing body of the respective Participating Entities to enter orders designating such polling places.

2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of the Travis County election precinct in which the joint election is held. The presiding election judge for the precinct in which a common polling place is used may appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.

3. One set of election officials will preside over the election in the precinct using a common polling place. There will be a single joint voter sign-in process consisting of a common list of registered voters and common signature rosters in the precinct using a common polling place. A single, combined ballot and single ballot box will be used. The officer designated by law to be the custodian of the voted ballots for the County will be custodian of all materials used in common in the precinct using a common polling place. The County will use an electronic voting system, as defined and described by Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.

4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for election judges and alternate judges is mandatory, and these individuals will be compensated for their time in training.

5. The County will arrange for election-day voter registration precinct lists for the joint election. The County will determine the amount of election supplies needed for Election Day voting.

6. The County, by and through the County Clerk's Elections Division, and Administrative Operations, will be responsible for preparing and transporting voting equipment and election-day supplies for use on Election Day.

7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in the attached exhibits, with designation of registered voters in each Participating Entity, for use at the joint election day polling place on Election Day.

8. The common polling place is designated as the polling place that the County uses. At the common polling place, a single ballot box will be used for depositing all ballots cast in the joint election. At this polling place, one voter registration list and one combination poll list and signature roster form will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity. The Travis County Clerk will maintain a return center on Election Day for the purpose of receiving returns from the County. The Travis County Clerk will provide unofficial election results to the qualified individual appointed by each Participating Entity.

9. On Election Day, the Travis County Clerk or the clerk's Elections Division will field all questions from election judges.

10. The County will make available translators capable of speaking English and Spanish to assist Spanish-speaking voters in understanding and participating in the election process in the territory covered by this agreement.

B. Participating Entities' Responsibilities

1. Before Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's election during regular office hours of 8:00 a.m. – 5:00 p.m.

2. The custodian of records for each Participating Entity will receive returns from the Travis County Clerk on Election Day.

V. Election Night

A. County Responsibilities

1. The County will be responsible for all activities on election night, including setting up a central counting station, coordinating and supervising the results tabulation, coordinating and supervising the physical layout of the support stations that are the joint election's receiving substations, and coordinating and managing election media coverage.

2. The County is responsible for transporting voted ballot boxes to the central counting station.

3. The County will appoint the presiding judge and alternate presiding judge of the central counting station to maintain order at the central counting station, to administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties that the Texas Election Code requires, and will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. The presiding judge of the central counting station may appoint clerks to serve at the central counting station. In addition, the County will appoint a tabulation supervisor to be in charge of operating the automatic tabulating equipment at the central counting station; an individual to serve as central counting station manager; and an assistant counting station manager to be in charge of administering the central counting station and generally supervising the personnel working at the central counting station. The County will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election.

4. The County will provide the Participating Entities with reasonable space in a public area adjacent to the central counting station at which each Participating Entity may have representatives or other interested persons present during the counting process.

B. Participating Entities' Responsibilities

Other than receiving returns from the Travis County Clerk, the Participating Entities have no role or responsibility on the night of the election.

VI. County Resources

A. The County will provide the Elections Division permanent staff and offices to administer the joint election, under the Travis County Clerk's direction.

B. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County, by and through Administrative Operations, will be responsible for transporting the ballot boxes to the central counting station for the Early Voting Ballot Board.

C. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.

D. The County will process the payroll for all temporary staff hired to conduct the joint election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.

E. The County will conduct early voting as indicated in this agreement.

VII. Joint Election Costs; Payment

A. Concurrently with its submittal of an executed copy of this agreement each Participating Entity must also submit payment via check or ACH, in the amount equal to the deposit identified for that Participating Entity in the Cost Estimate attached as Exhibit B, which is also incorporated into this agreement. The County is under no obligation to conduct a Participating Entity's elections until the County receives that Participating Entity's payment of Cost Estimate. All checks must be made payable to Travis County. This deposit represents approximately 60% of the costs of the Participating Entity's share of the estimated election costs, or $100, whichever amount is greater. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County actually incurs for establishing and operating all early voting and election-day activities at the polling place in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice no later than 30 days of receiving it.

B. In the event of a recount, the expense of the recount will be borne by the Participating Entity involved in the recount on a pro-rata basis.

C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title 1, the Participating Entity will be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. If a Participating Entity cancels its election, the County will recalculate the allocation percentages among the remaining Participating Entities according to the formula used in the Cost Estimate.

D. In the event there are any expenses associated with processing a ballot arising from a write-in candidate, the Participating Entity that received the declaration will bear the expenses.

E. A Participating Entity that establishes an early voting polling place, other than one that was mutually agreed upon by all Participating Entities, will bear the expense of doing so. The Cost Estimate for each individual Participating Entity will include additional polling locations for each Participating Entity, as set forth in Exhibit B.

VIII. General Provisions

A. Legal Notices

Each of the Participating Entities will be individually responsible for preparing the election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board and for all related expenses. The Travis County Clerk will provide each Participating Entity information on changes affecting the Participating Entity's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to the clerk's office. Each of the Participating Entities will be individually responsible for posting or publishing election notices and for all related expenses. Each of the Participating Entities further will be individually responsible for election expenses incurred in relation to any polling place that is not a common polling place as designated in this agreement.

B. Communication

Throughout this agreement's term, the Travis County Clerk or the clerk's employee will meet as necessary with the designated representative of each Participating Entity to discuss and resolve any problems that might arise regarding the joint election.

C. Custodian

The Travis County Clerk will serve as the custodian of the keys to the ballot boxes for voted ballots in the joint election.

D. Effective Date

This agreement takes effect upon its complete execution by all Participating Entities and the County. The obligation of each Participating Entity to the County under this agreement will not end until that Participating Entity pays the County its share of the joint election costs.

IX. Miscellaneous Provisions

A. Amendment/Modification of Exhibits A and B

1. The Participating Entities acknowledge and agree that Exhibit A and Exhibit B may be amended to add or remove entities wishing to participate or cease participating in the agreement. The Participating Entities agree to future amendments of Exhibit A and Exhibit B and authorize the County to enter into such amendments without the Participating Entities' having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibit A and Exhibit B.

2. Except as otherwise provided, this Agreement may not be amended in any respect whatsoever except by a further agreement in writing, duly executed by the parties to this agreement. No official, representative, agent, or employee of the County has any authority to modify this Agreement except by express authorization from the Travis County Commissioners Court. No official, representative, agent, or employee of any Participating Entity has any authority to modify this agreement except by express authorization from the governing body of the respective Participating Entity. The Travis County Clerk may propose necessary amendments to this agreement in writing in order to conduct the joint election smoothly and efficiently, except that any such proposed amendment must be approved by the Travis County Commissioners Court and the governing body of each respective Participating Entity before the amendment will be effective.

B. Notice

Any notice to be given in this agreement, by any party to the other, must be in writing and delivered personally or by certified mail, return receipt requested, to the proper party at the addresses listed in Exhibit A.

Each party may change the address for notice to it by giving notice of the change under this section's terms.

C. Force Majeure

In the event that the County cannot perform any of its obligations in this agreement or is interrupted or delayed by any occurrence not occasioned by its own conduct, whether it be an act of God, the result of war, riot, civil commotion, sovereign conduct, epidemic, pandemic, or other event declared a disaster (including a disaster declared by the County Judge), or like reason, then the County will be excused from performing for such period of time as is reasonably necessary after such occurrence to remedy its effects.

D. Venue and Choice of Law

The Participating Entities agree that venue for any dispute arising under this agreement will lie in the appropriate courts of Austin, Travis County, Texas. This agreement is governed by and is to be construed under the laws of Texas and the United States of America.

E. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services contracts relating to each Participating Entity's May 4, 2024 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral

representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

F. Severability

If any provision of this agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect the agreement's remaining provisions; and its parties will perform their obligations under the agreement's surviving terms and provisions.

G. Breach

In the event that any Participating Entity or the County breaches any of its obligations under this agreement, the non-breaching party will be entitled to pursue any and all rights and remedies allowed by law.

H. Payments from Current Revenues

Payments made by the Participating Entities in meeting their obligations under this agreement will be made from current revenue funds available to the governing body of the respective Participating Entity. Payments made by the County in meeting its obligations under this agreement will be made from current revenue funds available to the County.

I. Other Instruments

The Participating Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out this agreement's purposes.

J. Third-Party Beneficiaries

Except as otherwise provided in this agreement, nothing in this agreement, expressed or implied, is intended to confer upon any person, other than the parties to it, any of its benefits, rights, or remedies.

K. Other Joint Election Agreements

The County and the Participating Entities expressly understand and acknowledge that each may enter into other joint election agreements with other political subdivisions, to be held on Election Day and at common polling places covered by this agreement, and that the addition of other political subdivisions as parties to this agreement will require amending Exhibits A and B.

L. Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use a mutually agreed upon mediator, or a

person appointed by a court of competent jurisdiction, for mediation as described in Texas Civil Practice and Remedies Code section 154.023. Unless both parties are satisfied with the mediation's result, the mediation will not constitute a final and binding resolution to the dispute. All communications within the scope of the mediation will remain confidential as described in section 154.073, unless both parties agree, in writing, to waive the confidentiality. Despite this, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act. Notwithstanding any provision to the contrary, nothing in this Agreement requires the County or a Participating Entity to waive any applicable exceptions to disclosure under the Texas Public Information Act.

M. Counterparts

This Agreement may be executed in multiple counterparts, all of which will be deemed originals and with the same effect as if all parties to it had signed the same document. Signatures transmitted electronically by e-mail in a "PDF" format or by DocuSign or similar e-signature service shall have the same force and effect as original signatures All of such counterparts will be construed together and will constitute one and the same agreement.

TRAVIS COUNTY

BY: _____
Andy Brown
County Judge

Date: _____
Dyana Limon-Mercado
County Clerk

SIGNATURE PAGE

Name of Participating Entity: Lake Travis Independent School District

Address: 3322 Ranch Road 620 South

Austin, Texas, 78738

Name of Authorized Signatory: John Aoueille, Board President

Signature _____

Date signed _____

E-mail address _____

AGENDA ITEM ACTION SHEET

AGENDA ITEM
Election Services Agreement between Travis County and Lake Travis Independent School District

RECOMMENDED ACTION
Approve the Election Services Agreement with Travis County.

RATIONALE
For the upcoming May 4, 2024 Trustee Election, the Administration proposes to contract with Travis County to conduct the election. The purpose of this Agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the District.

BUDGET PROVISIONS
None

RESOURCE PERSONNEL
Pam Sanchez – Assistant Superintendent of Business Services
Allyson Collins – General Counsel
Philippa Ford – Elections Official

ATTACHMENTS
Election Services Agreement

MEETING DATE
February 21, 2024

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code and Chapter 791 of the Texas Government Code, Travis County (the "County") and Lake Travis Independent School District ("Participating Entity") enter into this agreement (this "Agreement") for the Travis County Clerk, as the County's election officer (the "Election Officer"), to conduct the Participating Entity's elections, including runoffs, and for the Participating Entity's use of the County's current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Texas Election Code, for all Participating Entity elections. The purpose of this Agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

Section 1. GENERAL PROVISIONS

(A) Except as otherwise provided in this Agreement, the term "election" refers to any Participating Entity election, occurring on any uniform election date prescribed by the Texas Election Code or a primary election date, along with any resulting runoff, if necessary, within all Participating Entity's territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date. In the event that the Participating Entity and the Election Officer do not agree on a run-off date, the Participating Entity agrees to the run-off date selected by the Election Officer.

(B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in Section 1(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible thereafter to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer the election, the new election will be based on all other applicable provisions of this Agreement except provisions that are inconsistent and cannot be feasibly applied.

(C) Except as otherwise provided in this Agreement:

(1) The term "Election Officer" refers to the Travis County Clerk;
(2) The term "precinct" means all precincts in the territory of the Participating Entity located within Travis County.
(3) The term "election services" refers to services used to perform or supervise any or all of the duties and functions that the Election Officer determines necessary for the conduct of an election.
(4) The term "cost for election services" includes the costs for personnel, supplies, materials, or services needed for providing these services and an administrative fee as permitted by the Texas Election Code but does not refer to costs relating to the use of the voting equipment

(D) Except as otherwise provided in this Agreement, the cost for "use of voting equipment" for a particular election is the amount the County will charge the Participating Entity for use of the County's voting equipment in use at the time of that election.

(E) The Participating Entity agrees to commit the funds necessary to pay for all election-related expenses for Participating Entity elections in accordance with this Agreement.

(F) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in Section 1(A).

(G) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code, and the Participating Entity agrees to enter into any joint election agreement required by the County.

SECTION 2. PARTICIPATING ENTITY'S USE OF VOTING EQUIPMENT; DUTIES OF THE ELECTION OFFICER AND OF THE PARTICIPATING ENTITY

The County shall make available to the Participating Entity the County's current voting system and any future-acquired voting system as authorized under Title 8 of the Texas Election Code, subject to restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, special elections, and subsequent runoff elections, if applicable. The Election Officer may also impose restrictions and conditions to protect the equipment from misuse or damage.

SECTION 3. APPOINTMENT OF ELECTION OFFICER

(A) The Travis County Election Officer ("Election Officer") is appointed to serve as the Participating Entity's Election Officer and Early Voting Clerk to conduct the Participating Entity's elections described in Section 1.

(B) As the Participating Entity's Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.

(C) The Participating Entity shall continue to perform those election duties listed in (1) through (6) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:

(1) Preparing, adopting, and publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing

action by the governing authority of the Participating Entity necessary to the conduct of an election, except that:

a. The Election Officer does not provide newspaper notices on behalf of the Participating Entity with respect to a specific election.

b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:

i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;

ii. The Election Officer shall provide written confirmation to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and

iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).

(2) Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;

(3) Providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;

(4) Conducting the official canvass of a Participating Entity election;

(5) Administering the Participating Entity's duties under state and local campaign finance laws;

(6) Filing the Participating Entity's annual voting system report to the Secretary of State as required under Texas Election Code Chapter 123.

(D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity may also monitor and review all logic and accuracy testing and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. The Participating Entity shall be responsible for any and all actual costs associated

with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.

(E) Philippa Ford will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. Philippa Ford will serve as the Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots and forward these applications to the Joint Early Voting Clerk. Philippa Ford will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Texas Election Code that the Election Officer will not perform.

SECTION 4. ELECTION WORKERS AND POLLING PLACES

(A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.

(B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.

(C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.

(D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election services costs.

(E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. **In all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary**.

SECTION 5. PAYMENTS FOR ELECTION SERVICES

(A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.

(B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election.

(C) Cancellations. On or before 11:59 p.m. on the 68th day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60th day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60th day before an election that the Participating Entity's election will be cancelled in accordance with Subchapters C and D of Texas Election Code Chapter 2, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of $100.

(D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.

(1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via e-mail. The following e-mail address will be used for e-mail communications to or from the County pursuant to Section 5: elections@traviscountytx.gov, with a copy to ElectionEntities@traviscountytx.gov. The Participating Entity has designated Philippa Ford as the Participating Entity's representative for sending and receiving e-mail communications under Section 5, and the Participating Entity designates the following e-mail address as the Participating Entity's email address for sending and receiving e-mail communications pursuant to Section 5: fordp@ltisdschools.org.

(2) Initial Cost Estimate. On or before the 60th day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email to the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating

entity by the total number of registered voters for all of the participating entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.

(3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 60% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.

(4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 60% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.

(5) Each party may change its respective email addresses for e-mail communications under this Section 5, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).

(F) Final Accounting and Final Invoice. The County will send the Participating Entity a final invoice of election expenses not later than 90 days after an election unless the Election Officer notifies the Participating Entity during that 90-day period following the election that the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.

(1) Within 30 days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.

(2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if,

at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll and the amount already paid by the Participating Entity for election worker payroll costs exceeds the payroll amounts calculated by the County Auditor's Office.

(G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT

(A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.

(B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment.

(1) For each election the Election Officer conducts for the Participating Entity after January 1, 2024, through January 1, 2025, the Participating Entity shall pay (a) the sum of four percent of the cost of the electronic voting system equipment installed at a polling place and four percent for each unit of other electronic equipment used by the Travis County Clerk's Office to conduct the election or provide election services, if the sum is greater than $100.00, and (b) $100.00 if the sum described in (a) is $100.00 or less.

(2) In this Agreement "other electronic equipment" includes ballot marking devices, ballot scanners, ballot printers, ballot tabulators, electronic pollbooks, and ballot programming software.

(C) Payment by the Participating Entity to the County for voting equipment is due no later than 30 days after the Participating Entity's receipt of an invoice from the County.

(D) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS

(A) All of the Participating Entity's voters within Travis County will have access to all of the Travis County Early Voting sites in each election at no additional cost.

(B) If the Participating Entity desires to have one or more early voting sites that are in addition to those sites the Election Officer has already selected for a specific election, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election, and the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid. If, after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate. *Pursuant to Texas Election Code Section 85.064(b) and notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity*.

SECTION 8. COMMUNICATIONS

(A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Agreement and provide the name and contact information for that individual to the other party. Each party may change their designated staff members by sending notice to the other party without the further need to amend this Agreement.

(B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications on issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, Elections Division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.

(C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

SECTION 9. MISCELLANEOUS PROVISIONS

(A) <u>Amendment/Modification</u>

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing and duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dyana Limon-Mercado, Travis County Clerk (or her successor), may propose necessary amendments or modifications to this Agreement in writing in order to conduct a joint election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

Unless otherwise provided herein, any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT
Philippa Ford, Accountant
3322 Ranch Road 620 South
Austin, Texas, 78738

TRAVIS COUNTY
Honorable Dyana Limon-Mercado, Travis County Clerk (or her successor)
1000 Guadalupe Street, Room 222
Austin, Texas 78701

Cc: Honorable Delia Garza, Travis County Attorney (or her successor)
314 West 11th Street, 5th Floor
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section. When notices by e-mail are permitted by this Agreement, (1) the notice is deemed effective upon the day it is sent if the e-mail is received before 5:00 p.m. on a business day; (2) the notice is deemed effective on the first business day after the e-mail was received if the email was received after 5:00 p.m. on a business day or anytime on a Saturday or Sunday. In this Agreement, “business day” means any weekday that is not a holiday designated by the Travis County Commissioners Court.

(C) Force Majeure

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party hereto or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and also supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement. Parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing

body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current budget or revenue available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments, or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other joint election agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.053 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(L) Addresses for Payments

Payments made to the County, or the Participating Entity under this Agreement shall be addressed to following respective addresses:

Travis County Clerk – Elections Division
P.O. Box 149325
Austin, Texas 78714

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT
Philippa Ford, Accountant
3322 Ranch Road 620 South
Austin, Texas, 78738

(M) This Agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days written notice to the other party.

(N) All times referenced in this Agreement are to Central Time, and in all instances, the time-stamp clock used by the Travis County Clerk's Office at 5501 Airport Boulevard in Austin, Texas is the official clock for determining the correct time.

(O) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, and this Agreement takes effect on the date it is fully executed by the Participation Entity, the Travis County Judge (on behalf of the Travis County Commissioners Court), and the Travis County Clerk.

[Signatures on following page]

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

BY: _____
John Aoueille
President

DATE: _____

TRAVIS COUNTY

BY: _____
Andy Brown (or his successor)
County Judge

DATE: _____

BY: _____
Dyana Limon-Mercado (or her successor)
County Clerk

DATE: _____

AGENDA ITEM ACTION SHEET

AGENDA ITEM
January 17, 2024 Board Meeting Minutes, January 24, 2024 Superintendent Summative Meeting Minutes and February 14, 2024 Special Called 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
January 17, 2024 Board Meeting Minutes
January 24, 2024 Superintendent Summative Meeting Minutes
February 14, 2024 Special Called Meeting Minutes

MEETING DATE
February 21, 2024

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 January 17, 2024, beginning at 6:00 p.m. in the Educational Development Center, Live Oak Room, 607 RR 620 North, Austin, Texas 78734.

Call to Order
President John Aoueille called the meeting to order at 6:02 p.m.

Quorum Determination
Trustees in attendance were John Aoueille, Erin Archer, Lauren White, Kim Flasch, Robert Aird, Phillip Davis and Keely Cano.

Pledge of Allegiance and Moment of Silence
Chris Woehl, led the Pledge of Allegiance. A moment of silence was then observed.

Recognition
- **Lake Travis High School - South East Interscholastic Sailing Association 2023 Texas Fall State Championship**
  Mr. Alvarado presented that The Lake Travis High School Sailing Team won the 2023 Texas Fall State Championship Regatta held November 18-19 on Lake Travis. This is the team's sixth consecutive state championship.

  Competing in Club FJs against 20 other teams from across the state, Lake Travis fielded three teams and finished in first, fourth, and seventh place, combining for the event's top score. The Lake Travis High School Sailing Team includes:

  - James Brock (skipper)
  - Laura Covington
  - Ryder Getson
  - Wyatt Tauber
  - Luka Vukmirica
  - Lily Wind

  Additionally, on December 7-11, James, Laura, Ryder, and Lily were in St. Petersburg, Florida to compete as a team on a J70 for the Interscholastic Sailing Association (ISSA) High School National Keelboat Invitational. Lake Travis competed against the top 10 teams in the nation, taking third place overall.

  Dianne Bartlett is the faculty sponsor of the Lake Travis High School Sailing Club.

Special Recognition

- **School Board Recognition Month**
  With the theme 'Locally Elected, Community Connected,' the Lake Travis Independent School District joins the Texas Association of School Boards and other districts across the state to recognize and thank school trustees for their service throughout January 2024 as part of School Board Recognition Month.

"Our community benefits every day from the tireless work and countless hours contributed by the seven men and women who represent more than 11,400 students and their families," said Paul Norton, LTISD Superintendent of Schools. "These local volunteers are elected by their constituents and receive no compensation for their work as public servants. They develop policies and make tough decisions on complex educational and social issues that affect our community."

Serving on the LTISD school board are John Aoueille, President; Kim Flasch, Vice President; Erin Archer, Secretary; and trustees Lauren White, Keely Cano, Phillip Davis, Ph.D., and Robert Aird.
School administrators will celebrate trustees with campus activities throughout the month.

Special Recognition

Public Comments/Citizen Participation

1. Lori Mayfield – Concern about Book Banning
2. Zuzana Polakova – Book Banning
3. Anna Lindsey – Book Challenge Policy
4. Carter Davis – Book Banning
5. Drew Russell – Book Banning
6. Cohen Moncada – Book Banning
7. Fred Dupuy – Parental Rights
8. Izzy Zuela – Education
9. Kiran Baburajendran – Book Banning
10. Amelia Allred – Book Banning Speech
11. Eshriavi Kovvosa – Book Banning Speech
12. Aathira Nair – Book Banning Speech
13. Frarihn Roans- Agrilera – Book Banning Speech
14. Finn Shuford – Book Banning Speech
15. Sarah Tuthill – Book bans/review Process
16. Jennifer Fleck – LIISD promoting Explicit sexual books
17. Jason Rew-Hunter – America
18. Jodie Dover – Library Book Policy
19. Trey Lauren – Book Banning
20. Corina Semph – Pornographic Books
21. Cameron Nelson – Book Bans

John Aoueille called Recess at 7:06 p.m. – John Aoueille called the meeting back in session at 7:18 p.m.

Presentation / Discussion Items

- **Population and Survey Analysts (PASA) 2024 Demographic Update**
  Lake Travis ISD is diligent in anticipating the programming and facilities needs of the District. Administration's ability to accurately forecast and plan for the needs of Lake Travis students requires timely and meaningful data, and demographic studies serve as one source of the needed information. Population and Survey Analysts (PASA) is highly regarded as one of the premier demographers in the state. PASA representatives will be present to provide the Board of Trustees a summary of their findings.

This item was for presentation/discussion only.

- **2024-2025 Off-Campus Physical Education Providers**
  Tasha Barker, Assistant Superintendent of Organizational Services, presented that the students may request a waiver to substitute physical education training from an outside provider for a LTISD physical education class provided the student meets the following criteria:

  1. The student will be participating in a program provided through an approved physical education provider.
  2. The student's participation level meets the requirements of one of the following categories:
     Category 1 = Student must be participating in a program for a minimum of 15 hours per week of highly intense, professionally supervised training that leads to an Olympic level of participation and/or competition. Student may be dismissed from school one period per day.
     Category 2 = Students must be participating in a program that is of high quality, well supervised by appropriately trained instructors, and consisting of a minimum of 5 hours per school week. Student can receive a P.E. credit, but may not leave campus for any portion of the day.

  Each year, the board is asked to approve the list of new off campus physical education providers. The list of providers for the 2024-2025 academic year is attached. New provider applicants are highlighted.

This item was for presentation only; action will be requested at the February 21, 2024 Board Meeting.

- **Locally Approved Courses for UIL No Pass/No Play Exemptions**
  Dr. Lyndsae Benton, Executive Director of Curriculum and Instruction, presented that the following courses are identified as advanced and, as such, eligible for exemption as noted in section 33.081(d) of the Texas Education Code concerning extracurricular activities:

  - Any College Board Advanced Placement (AP) Course or International Baccalaureate (IB) Course and;
  - High school/college concurrent enrollment classes (that are included in Part One of the "Community College General Academic Course Guide Manual") in the subject areas of English language arts, mathematics, science, social studies, economics, or languages other than English.

  Local districts are permitted to establish other honors courses in the subject areas of English language arts, mathematics, science, social studies, economics, or a language other than English that are also exempt from UIL No-Pass/No-Play regulations. The locally-determined courses must be approved by the Board of Trustees. The attached list includes the courses that the administration recommends for UIL No-Pass/No-Play exempt status for the 2024-25 school year.

This item was for presentation only; action will be requested at the February 21, 2024 Board Meeting.

- **2024-2025 Innovative Course Approval**
  Lori Wristers, Coordinator, Curriculum and Instruction, Secondary, presented that the Texas Administrative Code, Section 74.27, Innovative Courses and Programs, allows districts to offer state-approved innovative courses to enable students to master knowledge, skills, and competencies not included in the essential knowledge and skills of the required curriculum. With the approval of the local Board of Trustees, school districts may offer any state-approved innovative course for state elective credit. No application is required for a district or school to

offer one of these courses. Currently, with the approval of the Board of Trustees, students enrolled in the courses listed below would earn state elective credit which would be applied toward these graduation requirements.

Course Name	PEIMS #	Course Name	PEIMS #
Advanced Floral Design	N1300270	Linear Algebra	N1110021
Advanced Legal Skills & Professions	N1303016	Marketing	N1303424
AP Seminar AP Research	N1130026 N1100014	Medical Interventions	N1302094
Civil Engineering & Architecture	N1303747	Methodology of Academic and Personal Success	N1130021
Engineering Design and Dev	N1303749	Multivariable Calculus	N1110018
Entrepreneurship II	N1303423	Path College Career I-IV	N1290051 N1290052 N1290053 N1290054
Forensic Psychology	N1303012	Peer Assistance & Leadership I-II	N1290005 N1290006
Fundamentals of Real Estate	N1301120	Practicum in Entrepreneurship	N1303425
General Employability Skills	N1270153	Principles of Biomedical Science	N1302092
G/T Independent Study Mentorship I-III	N1290309 N1290313 N1290317	Principles of Exercise & Wellness	N1303107
Human Body Systems	N1302093	Retail Management	N1303420
Internetworking Technologies I	N1302803	Sports & Entertainment Marketing II	N1303422
Introduction to C# Programming Applications	N1302812	Sports Medicine I-III	N1150040 N1150041 N1150044
Introduction to Engineering Design	N1303742	Strategic Learning for High School Math	N1110030
Kinesiology I	N1302104	Student Leadership	N1290010
Kinesiology II	N1302124		

This item was for presentation only; action will be requested at the February 21, 2024 Board Meeting.

- **December 2023 Monthly Financial Reports-Statement of Revenues and Expenditures, Balance Sheet, Tax Statement and 2018/2023 Capital Projects Report**
  To provide a financial update to the Board and community regarding the financial position of the school district.
  1. Statement of Revenues and Expenditures-December 2023
  2. Balance Sheet-December 2023
  3. Tax Statement-December 2023
  4. 2018 Capital Projects Report-December 2023
  5. 2023 Capital Projects Report-December 2023

This item was for presentation/discussion only.

- **2024-2025 Preliminary Budget Overview**
  Section 44.002 through 44.006 of the Texas Education Code establishes the legal basis for the budget development in school districts. These codes require that the District prepare a budget by the date set by the State Board of Education, currently August 20th for districts with an August 31st fiscal year-end. The budget document and the Annual Financial and Compliance Report are the primary vehicles used to present the financial plan and the results of operations of the District. The primary purposes of this budget document is to provide timely and useful information concerning the past, current and projected financial status of the general operations of the District, in order to facilitate financial decisions that support the educational goals of the District. Its intention is to serve as a starting point for 2024-2025 general operating budget discussions rather than to serve as a final budget document.

This item was for presentation/discussion only.

- **Board Notification under Board Policy CH (LOCAL) – Landscape Services with Keller Commercial & Home Services, Inc.**
  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:
  - Mowing and bed maintenance services for 11 campuses, two admin buildings and retention ponds for $296,330 annually.

This item was for presentation/discussion only.

- **Board Notification under Board Policy CH(LOCAL) – Tellus/John Deere Maintenance Equipment**
  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:

- New maintenance equipment requested in the 2023 Bond Program to replace end-of-life equipment for a total of $114,895

This item was for presentation/discussion only.

Consideration Items

- **Order Calling the May 4, 2024 Board of Trustees Election**
  Under the Election Code, the election must be ordered annually by the Board of Trustees. This election is to fill positions designated on the school board as Places 1 and 2 for full, three-year terms.

A MOTION was made by Trustee Kim Flasch and seconded by Trustee Erin Archer to approve the Order Calling the May 4, 2024 Board of Trustees Election.

The motion passed by a vote of 7 - 0.

- **2023-2024 District and Campus Improvement Plan Goals and Performance Objectives**
  School Board Policies BQ (LEGAL) and BQ (LOCAL) establish that the district will create a District Improvement Plan with the district's vision, mission, and goals to improve student performance. The board shall approve the process under which the educational goals are developed and shall ensure that input is gathered from the district-level committee.

  Using the new strategic plan as a guide, district and campus leadership created priorities in the form of performance objectives for each of the goals created in the strategic plan. These goals and performance objectives are consistent in the district improvement plan and every campus improvement plan.

  According to School Board Policy BQA (LOCAL), the district shall establish an Advisory Committee for Education (ACE) to review the District Improvement Plan. The ACE met and added suggestions and edits to the District Improvement Plan. Campus Advisory Teams (CAT) review Campus Improvement Plan.

A MOTION was made by Trustee Kim Flasch and seconded by Trustee Phillip Davis to approve the 2023-2024 District and Campus Improvement Plan Goals and Performance Objectives.

The motion passed by a vote of 7 - 0.

- **TEXAS 20 Purchasing Cooperative Interlocal Agreement with Education Service Center Region 20**
  Board Policy CH (Local) and CH (Legal) allows the district to purchase through a cooperative purchasing program. A "purchasing cooperative" means a group purchasing organization that governmental entities join as members and the managing entity of which receives fees from members or vendors. By participating in this purchasing cooperative, the district is able to take advantage of "economies of scale." In addition to saving the district time and money, purchasing cooperatives can also help a district to identify quality vendors with proven track records.

  Lake Travis Independent School District currently participates in TEXAS 20. Region 20 Education Service Center, under the direction of the Texas Department of Agriculture, revised the

interlocal agreement. Administration has reviewed the changes and recommends the approval to continue participation in the purchasing cooperative.

A MOTION was made by Trustee Keely Cano and seconded by Trustee Phillip Davis to approve the Interlocal Agreement with Education Service Center Region 20 to participate in TEXAS 20 Purchasing Cooperative.

The motion passed by a vote of 7 - 0.

- **Request for Proposals (RFP) – Construction Manager At-Risk for High School #2**
  Per Board Policy CV (Local), the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above $100,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that provides the best value to the District. The Business Office, Purchasing, Facilities & Construction and Legal Departments have been working to ensure that all bond projects have been competitively procured and meet all legal and local purchasing policies and guidelines.

  Lake Travis ISD issued a RFP for Construction Manager At-Risk (CMR) for the new High School #2 on September 28, 2023, with a closing date of November 7, 2023 and an anticipated award date of January 17, 2024, with Board approval. The District received three responses and the evaluation team held individual interviews with each contractor.

  General Contractor, American Constructors, is in line for award by scoring the highest percentage value of 100%. Based on the evaluation criteria, the District recommends American Constructors for CMR – High School #2.

A MOTION was made by Trustee Kim Flasch and seconded by Trustee Lauren White to approve the award of Construction Manager at-risk for High School #2 to American Constructors and authorize the Superintendent or Designee to Negotiate, Execute and Amend, as necessary, the Contract.

The motion passed by a vote of 7 - 0.

- **Selection of American Constructors as Contractor for JOC #23-17 for Lakeway Elementary School ADA Ramp Replacement**
  In May 2023, the Board approved the delivery method for the Summer and Fall 2023 bond projects to be completed through a Job Order Contract (JOC). American Constructors has been selected as the General Contractor for the Lakeway Elementary School ADA ramp replacement project. It is expected that the contract with American Constructors for this project will exceed $100,000. According to Board Policy CV (LOCAL), the Board must approve construction contracts valued at or above $100,000.

  The Cost of Work for JOC #23-17 includes the following campuses:
  - Demolition and construction of a new ADA ramp at Lakeway Elementary School for $289,210.

A MOTION was made by Trustee Kim Flasch and seconded by Trustee Phillip Davis to approve the selection of American Constructors as Contractor for JOC #23-17 for Lakeway Elementary School ADA ramp replacement.

The motion passed by a vote of 7 - 0.

- **Selection of American Constructors as Contractor for JOC #23-90 for Rough Hollow Elementary School Playground Turf Replacement**
  In May 2023, the Board approved the delivery method for the Summer and Fall 2023 bond projects to be completed through a Job Order Contract (JOC). American Constructors has been selected as the General Contractor for the Rough Hollow Elementary School artificial turf replacement of the gaga pit area. It is expected that the contract with American Constructors for this project will exceed $100,000. According to Board Policy CV (LOCAL), the Board must approve construction contracts valued at or above $100,000.

  The Cost of Work for JOC #23-90 includes the following campuses:
  - Replacement of the artificial turf in the gaga pit area at Rough Hollow Elementary School for $159,381.

A MOTION was made by Trustee Phillip Davis and seconded by Trustee Keely Cano to approve the selection of American Constructors as Contractor for JOC #23-90 for Rough Hollow Elementary School playground turf replacement.

The motion passed by a vote of 7 - 0.

- **Selection of American Constructors as Contractor for JOC #23-105 for Lake Travis High School PAC Hoist Revisions**
  In May 2023, the Board approved the delivery method for the Summer and Fall 2023 bond projects to be completed through a Job Order Contract (JOC). American Constructors has been selected as the General Contractor for the 105 for Lake Travis High School PAC hoist revisions project. It is expected that the contract with American Constructors for this project will exceed $100,000. According to Board Policy CV (LOCAL), the Board must approve construction contracts valued at or above $100,000.

  The Cost of Work for JOC #23-105 includes the following campuses:
  - Hoist work to include electrical and structural modifications at LTHS PAC for $646,615.

A MOTION was made by Trustee Erin Archer and seconded by Trustee Phillip Davis to approve the selection of American Constructors as Contractor for JOC #23-105 for Lake Travis High School PAC hoist revisions.

The motion passed by a vote of 7- 0.

- **Selection of American Constructors as Contractor for JOC #23-113 for High School #2 Site Clearing Project**
  In May 2023, the Board approved the delivery method for the Summer and Fall 2023 bond projects to be completed through a Job Order Contract (JOC). American Constructors has been selected as the General Contractor for the 105 for Lake Travis High School PAC hoist revisions project. It is expected that the contract with American Constructors for this project will exceed $100,000. According to Board Policy CV (LOCAL), the Board must approve construction contracts valued at or above $100,000.

  The Cost of Work for JOC #23-113 includes the following campuses:
  - Land clearing project at High School #2 site for $162,954.

A MOTION was made by Trustee Rob Aird and seconded by Trustee Kim Flasch to approve the selection of American Constructors as Contractor for JOC #23-113 for High School #2 Site Clearing Project.

The motion passed by a vote of 7 - 0.

Consent Agenda

- **December 13, 2023 Board Meeting Minutes**

A MOTION was made by Trustee Kim Flasch and seconded by Trustee Phillip Davis to approve the consent agenda items as presented.

The motion passed by a vote of 7 - 0.

Closed Session

Trustees adjourned into Closed Session at 8:58 p.m. on January 17, 2024, as permitted by Texas Government Code 551.001 et seq.

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).

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.)
    a. Superintendent's Evaluation and Contract

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.

Upcoming Meetings and Events

Board President John Aoueille announced the following upcoming meetings and events:

- January 24, 2024 – 6:00 p.m. – Superintendent Summative Conference, EDC
- February 21, 2024 – 6:00 p.m. – Monthly Board Meeting, EDC
- March 20, 2024 – 6:00 p.m. – Monthly Board Meeting, EDC

Open Session

Trustees returned from closed session at 11:38 p.m. There was no action after closed session.

Adjournment

There being no further action, the January 17, 2024 Board of Trustees' meeting adjourned at 11:38 p.m.

_____ _____

John Aoueille, President **Erin Archer, Secretary**

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 January 24, 2024 beginning at 6:00 p.m. in the Educational Development Center, Live Oak Room, 607 RR 620 North, Austin, Texas 78734.

Call to Order

President John Aoueille called the meeting to order at 6:02 p.m.

Quorum Determination

Trustees in attendance were Kim Flasch, John Aoueille, Erin Archer, Lauren White. Rob Aird and Keely Cano. Trustee absent Phillip Davis.

Pledge of Allegiance and Moment of Silence

Chris Woehl, led the Pledge of Allegiance. A moment of silence was then observed.

Public Comments/Citizen Participation

There were no audience comments.

Closed Session

Trustees adjourned into Closed Session at 6:04 p.m. as permitted by the 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)
    a. Superintendent's Evaluation and Contract

Upcoming Meetings and Events

Board President John Aoueille announced the following upcoming meetings and events:

- February 21, 2024 – 6:00 p.m. – Monthly Board Meeting, EDC
- March 20, 2024 – 6:00 p.m. – Monthly Board Meeting, EDC
- April 5, 2024 – 6:00 p.m. – Budget Workshop, EDC

**Trustee Phillip Davis Arrived at 6:06 pm and joined closed session.

Open Session

Trustees returned from Closed Session at 10:27 p.m. No action was taken.

Adjournment

With no other business, the meeting adjourned at 10:27 p.m.

_____ _____

John Aoueille, President **Erin Archer, Secretary**

Minutes of Special Called Board Meeting
The Board of Trustees
Lake Travis Independent School District
A Special Called Board Meeting of the Board of Trustees of Lake Travis Independent School District was held on February 14, 2024, beginning at 9:00 a.m. in the Educational Development Center, Live Oak Room, 607 RR 620 North, Austin, Texas 78734.

Call to Order
President John Aoueille called the meeting to order at 9:07 am.

Quorum Determination
Trustees in attendance were John Aoueille, Keely Cano, Lauren White, Rob Aird, Phillip Davis and Erin Archer. Trustee Kim Flasch was absent.

Pledge of Allegiance and Moment of Silence
Chris Woehl, led the Pledge of Allegiance. A moment of silence was then observed.

Closed Session
Trustees adjourned into Closed Session at 9:07 a.m., as permitted by Texas Government Code 551.001 et seq.

Section 551.071 – Consultation with Attorney

1. Consultation with Attorney
    a. 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). 7. Adjournment

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 February 14, 2024 Board of Trustees' Special Called meeting adjourned at 11:24 a.m.

_____ _____
John Aoueille, Vice President **Erin Archer, Secretary**

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

AGENDA ITEM ACTION SHEET

AGENDA ITEM
2024-2025 Innovative Course Approval

RECOMMENDED ACTION
For Approval with the Consent Agenda.

RATIONALE
The Texas Administrative Code, Section 74.27, Innovative Courses and Programs, allows districts to offer state-approved innovative courses to enable students to master knowledge, skills, and competencies not included in the essential knowledge and skills of the required curriculum. With the approval of the local Board of Trustees, school districts may offer any state-approved innovative course for state elective credit. No application is required for a district or school to offer one of these courses. Currently, with the approval of the Board of Trustees, students enrolled in the courses listed below would earn state elective credit which would be applied toward these graduation requirements.

Course Name	PEIMS #	Course Name	PEIMS #
Advanced Floral Design	N1300270	Linear Algebra	N1110021
Advanced Legal Skills & Professions	N1303016	Marketing	N1303424
AP Seminar AP Research	N1130026 N1100014	Medical Interventions	N1302094
Civil Engineering & Architecture	N1303747	Methodology of Academic and Personal Success	N1130021
Engineering Design and Dev	N1303749	Multivariable Calculus	N1110018
Entrepreneurship II	N1303423	Path College Career I-IV	N1290051 N1290052 N1290053 N1290054
Forensic Psychology	N1303012	Peer Assistance & Leadership I-II	N1290005 N1290006
Fundamentals of Real Estate	N1301120	Practicum in Entrepreneurship	N1303425
General Employability Skills	N1270153	Principles of Biomedical Science	N1302092
G/T Independent Study Mentorship I-III	N1290309 N1290313 N1290317	Principles of Exercise & Wellness	N1303107
Human Body Systems	N1302093	Retail Management	N1303420
Internetworking Technologies I	N1302803	Sports & Entertainment Marketing II	N1303422
Introduction to C# Programming Applications	N1302812	Sports Medicine I-III	N1150040 N1150041 N1150044
Introduction to Engineering Design	N1303742	Strategic Learning for High School Math	N1110030
Kinesiology I	N1302104	Student Leadership	N1290010
Kinesiology II	N1302124		

BUDGET PROVISIONS
None

RESOURCE PERSONNEL
Lori Wristers - Coordinator Curriculum and Instruction, Secondary
Lyndsae Benton, Ed. D. - Executive Director of Curriculum and Instruction
Stefani Vickery - Assistant Superintendent of Curriculum and Instruction

ATTACHMENTS
None

MEETING DATE
February 21, 2024

AGENDA ITEM ACTION SHEET

AGENDA ITEM
Locally Approved Courses for UIL No Pass/No Play Exemptions

RECOMMENDED ACTION
For Approval with the Consent Agenda.

RATIONALE
The following courses are identified as advanced and, as such, eligible for exemption as noted in section 33.081(d) of the Texas Education Code concerning extracurricular activities:

- Any College Board Advanced Placement (AP) Course or International Baccalaureate (IB) Course and;
- High school/college concurrent enrollment classes (that are included in Part One of the "Community College General Academic Course Guide Manual") in the subject areas of English language arts, mathematics, science, social studies, economics, or languages other than English.

Local districts are permitted to establish other honors courses in the subject areas of English language arts, mathematics, science, social studies, economics, or a language other than English that are also exempt from UIL No-Pass/No-Play regulations. The locally-determined courses must be approved by the Board of Trustees. The attached list includes the courses that the administration recommends for UIL No-Pass/No-Play exempt status for the 2024-25 school year.

BUDGET PROVISIONS
None

RESOURCE PERSONNEL
Dr. Lyndsae M. Benton - Executive Director of Curriculum and Instruction
Stefani Vickery - Assistant Superintendent of Curriculum and Instruction

ATTACHMENTS
List of Locally Approved Courses for UIL No Pass/No Play Exemptions

MEETING DATE
February 21, 2024

Course List for UIL No Pass/No Play Local Exemptions 2024-25

(Pending Board Approval February 2024)

Per Texas Education Code 33.081(d), the following courses as identified as advanced, and as such, eligible for exemption from UIL No Pass/No Play:
- Any College Board Advanced Placement (AP) course or International Baccalaureate (IB) course and;
- High school/college concurrent enrollment classes that are included in Part 1 of the Community College General Academic Course Guide Manual in the subject areas of English Language Arts, Mathematics, Science, Social Studies, Economics, or languages other than English.

Local school districts are permitted to establish other courses in the subject areas of English language arts, mathematics, science, social studies, economics, or languages other than English that are also exempt from UIL No Pass/No Play regulations, if approved by the Board of Trustees.

The list below includes the list of all courses approved to be exempt from UIL No Pass/No Play regulations for the 2024-25 school year. (*Pending LTISD Board Approval February 2024*)

	PreAP/Honors Course	AP Course	Dual Credit/Dual Enrollment Course	Honors Elective Course	Advanced Honors Course
Algebra I Pre-AP	X				
Algebra II Honors	X				
American Sign Language Honors (all levels)	X				
Anatomy & Physiology (Science Credit)				X	
ANTH 2351 Cultural Anthropology (ACC Dual-Credit)			X		
AP Art 2D Drawing and Painting		X			
AP Art 3D Art and Design		X			
AP Art History		X			
AP Biology		X			
AP Calculus AB		X			
AP Calculus BC		X			
AP Chemistry		X			
AP Computer Science A		X			
AP Computer Science Principles		X			

	PreAP/Honors Course	AP Course	Dual Credit/Dual Enrollment Course	Honors Elective Course	Advanced Honors Course
AP English III		X			
AP English IV		X			
AP Environmental Science		X			
AP European History		X			
AP Human Geography		X			
AP Latin IV		X			
AP Macroeconomics		X			
AP Microeconomics		X			
AP Music Theory		X			
AP Physics 1		X			
AP Physics 2		X			
AP Physics C		X			
AP PreCalculus		X			
AP Psychology		X			
AP Research		X			
AP Seminar		X			
AP Spanish IV Language		X			
AP Spanish V Literature		X			
AP Statistics		X			
AP United States Government		X			
AP United States History		X			
AP World History		X			
Aquatic Science Honors (Science Credit)				X	
Biology Pre-AP	X				
Chemistry Pre-AP	X				
College Algebra A Bridge to Abstraction: A College Algebra Course Containing Algebra II (University of Texas OnRamps Dual-Enrollment) (Algebra II OnRamps)			X		
Digital Electronics (Math Credit)				X	

	PreAP/Honors Course	AP Course	Dual Credit/Dual Enrollment Course	Honors Elective Course	Advanced Honors Course
Discovery Precalculus: Preparation for Calculus (University of Texas OnRamps Dual-Enrollment) (OnRamps PreCalculus)			X		
Elementary Statistical Methods (University of Texas OnRamps Dual-Enrollment) OnRamps statistics			X		
English 1 Pre-AP	X				
English 1301 English Composition I (ACC Dual-Credit)			X		
English 1302 English Composition II (ACC Dual-Credit)			X		
English 2 Pre-AP	X				
English 2323 British Literature 18th Century to the Present (ACC Dual-Credit)			X		
English IV: Literary Criticism 19th Century British Literature Honors				X	
English IV: Literary Criticism 20th Century British Literature Honors				X	
English IV: Shakespeare Selected Plays Honors				X	
French Honors (all levels)	X				
French V					X
GEOL 1301 Natural Hazards & Disasters (ACC Dual-Credit)			X		
Geometry Pre-AP	X				
Geoscience: Earth, Wind, and Fire (University of Texas OnRamps Dual-Enrollment) (Earth & Space Science OnRamps)			X		
German Honors (all levels)	X				
GOVT 2305 United States Government (ACC Dual-Credit)			X		
GOVT 2306 Texas State and Local Government (ACC Dual-Credit)			X		
HIST 1301 United States History (ACC Dual-Credit)			X		
Latin III Honors	X				
Latin V					X
Linear Algebra					X

	PreAP/Honors Course	AP Course	Dual Credit/Dual Enrollment Course	Honors Elective Course	Advanced Honors Course
Math 1314 College Algebra (ACC Dual-Credit)			X		
Math 1324 Mathematics for Business and Economics (ACC Dual-Credit)			X		
Math 1332 Contemporary Mathematics (ACC Dual-Credit)			X		
Multivariable Calculus					X
Pathophysiology (Science Credit)				X	
Physics I: Mechanics, Heat, and Sound + Lab (University of Texas OnRamps Dual-Enrollment) (OnRamps Physics)			X		
Principles of Engineering (High School Only), also called Engineering Science (HS only) (Science Credit)				X	
Rhetoric and Writing RHE306 & RHE309K (University of Texas OnRamps Dual-Enrollment) (English III OnRamps)			X		
Robotics II (Math Credit)				X	
Science Research and Design for Chemistry (Science Credit)				X	
Science Research and Design for STEM (Science Credit)				X	
SOCI 1301 Introduction to Sociology (ACC Dual-Credit)			X		
Spanish Honors (all levels)	X				
United States History 1492-1865 and U.S. Since 1865 (University of Texas OnRamps Dual-Enrollment) (US History OnRamps)			X		
World Geography Pre-AP	X				

AGENDA ITEM ACTION SHEET

AGENDA ITEM
Superintendent's Employment Contract

RECOMMENDED ACTION
For Approval with the Consent Agenda.

RATIONALE

BUDGET PROVISIONS
None

RESOURCE PERSONNEL
John Aoueille – President, LTISD Board of Trustees
Paul Norton – Superintendent of Schools

ATTACHMENTS
Superintendent's Employment Contract

MEETING DATE
February 21, 2024

SUPERINTENDENT'S EMPLOYMENT CONTRACT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

THIS SUPERINTENDENT' S EMPLOYMENT CONTRACT (“Contract") is made and entered into by and between the Board of Trustees (the "Board") of the Lake Travis Independent School District (the "District") and Paul A. Norton ("Superintendent").

W I T N E SS E T H:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the term hereinafter established and pursuant to Section 11201 (b) and Chapter 21, Subchapter E of the Texas Education Code, have agreed, and do hereby agree, as follows:

I. Term

1.1 Term. The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District for a term of three (3) years, commencing on January 1, 2024 and ending on December 31, 2026. Each Contract year during the term of this Contract, or any renewal or extension thereof, shall commence on January 1st of each calendar year and run through December 31st of the following calendar year. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law. Any such extension shall be set forth in an addendum to this Contract, which addendum shall be a part hereof for all purposes. Failure to extend the Contract shall not constitute nonrenewal under Board policy. The Superintendent does not have a property or liberty interest, or any other legally recognized and/or protected interest or expectation, in such extension by the Board.

1.2 No Tenure. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Contract. No property interest, express or implied, is created in continued employment beyond the Contract term.

II. Employment

2.1 Duties. The Superintendent is the chief executive of the District and shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, district policy, rules, and regulations as they exist or may hereafter be adopted, enacted, or amended. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional employees of the District subject to the Board's approval. It shall be the further duty of the Superintendent to employ all other personnel consistent

with the Board's Policies. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, reorganize, and arrange the staff of the District, and to develop 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 the 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 Forty Four Thousand Seven-Hundred Sixty Dollars ($344,760.00). 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 home 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 have the option to receive payment for up to ten, but must not less than a two-thirds 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 separately 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, 2023, including any extensions thereof, the District shall add to the Salary of the Superintendent the amount necessary to contribute 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, 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 5% of the Superintendent's annual salary and shall be paid to the Superintendent by regular payroll installments for twelve months beginning on January 1, 2024 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 Supplemental Retirement Plan. For each year during the term of this Contract, the District shall contribute to a Supplemental Retirement Plan for the benefit of the Superintendent in an amount equal to five percent (5%) of the contribution limit for contributions to a 403(b) plan, minus the amount allowable as an employee deferral, and a 401(a) plan under Section 415(c) of the Internal Revenue Code (the "Code"), as indexed each year . The District shall contribute to the Supplemental Retirement Plan on or before December 31st of each year during the term of this Contract, beginning December 31, 2024.

The contributions to the Supplemental Retirement Plan and earnings thereon shall become vested according to the schedule listed below.

Date	Vested Percentage
Prior to December 31, 2027	0%
December 31, 2027	100%

If the contract is terminated without cause prior to December 31st of each year in which the contribution under this section has not been made, the District shall make the contribution on or before the date of termination and the Superintendent shall become immediately vested in 100% of the account value. The Supplemental Retirement Plan shall be a plan established under Section 403(b) of the Internal Revenue Code (the "Code"). The 403(b) plan shall be established as employer-paid with non-discretionary contributions by the District and the Superintendent shall have no right to receive such contributions in cash. The 403(b) plan shall each be established under a written plan document that meets the requirements of the Code and such document is incorporated herein by reference. The funds for the 403(b) plan shall each be invested as determined solely by the Superintendent in such investment vehicles as are allowable under the Code for the applicable type of plan.

3.14 Performance Pay. The District will provide an incentive and performance payment to the Superintendent, payable to a supplemental retirement plan (SRP), of up to $5,000 for each year of employment under this Contract. The amount of this payment will be paid on the basis of meeting objectives established by the Board and Superintendent no later than November 1 of each year and shall be reviewed annually by the Board and Superintendent. The established goal(s) shall be reduced to writing, be measurable and be able to be directly impacted by the Superintendent. The contribution to the plan shall be made no later than sixty (60) days following the final report on the established performance goals. Each contribution to the SRP and earnings thereon shall at all times be vested with

the Superintendent. The Supplemental Retirement Plan shall be a plan established under Section 403(b) of the Internal Revenue Code (the "Code"). The 403(b) plan shall be established as employer-paid with non-elective contributions by the District and the Superintendent shall have no right to receive such contributions in cash. The 403(b) plan shall each be established under a written plan document that meets the requirements of the Code and such document is incorporated herein by reference. The funds for the 403(b) plan shall each be invested as determined solely by the Superintendent in such investment vehicles as are allowable under the Code for the applicable type of plan.

3.15 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.

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

7.2 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;
i. 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;
I. 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” under Texas law.

7.3 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.

7.4 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 Aoueille, President
Board of Trustees, Lake Travis ISD

Attest:

By: _____
Erin Archer, Secretary
Board of Trustees, Lake Travis ISD

Executed this _____ day of _____ , 2024

Superintendent

By: _____
Paul Norton

Executed this _____ day of _____ , 2024

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