



AIA[®] Document B101[®] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 21st day of April in the year 2026

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

Groesbeck Independent School District
1202 N. Ellis
Groesbeck, Texas 76642
254.729.4100: T
254.729.2391: F

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

Franklin Geotechnical, LLC
8304 Cardiff Cir.
Plano, Texas 75025
214.274.6309: T

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

Groesbeck ISD Baseball/Softball Field Project

The Owner and Engineer agree as follows.

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

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

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Initial Information related to the Project includes the following subsections to this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 Intentionally Omitted.

§ 1.1.2 The Project:

Groesbeck ISD Baseball/Softball Field Project

§ 1.1.3 Intentionally Omitted.

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

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

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

Job Order Contracting.

§ 1.1.6 Intentionally Omitted.

§ 1.1.7 Intentionally Omitted.

§ 1.1.8 Intentionally Omitted.

§ 1.1.9 Intentionally Omitted.

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

Daniel L. Franklin, Professional Engineer
Franklin Geotechnical, LLC
8304 Cardiff Cir.
Plano, Texas 75025
214.274.6309: T
dan@franklingeo.com

§ 1.2 The Owner and Engineer may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change.

§ 1.3 ARCHITECT/ENGINEER

Any reference herein to the term “Architect” or “Engineer” or “Architect/Engineer”, regardless of whether the text notes “Architect” or “Engineer” or “Architect/Engineer” shall be the person/entity identified as the Engineer for this Project on the first page of this Agreement.

ARTICLE 2 ENGINEER’S RESPONSIBILITIES

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

§ 2.2 The Engineer shall perform the professional services required under this Agreement with the professional skill and care ordinarily provided by competent Engineers practicing in the same or similar locality and under the same or similar circumstances and professional license. The Engineer shall perform its services as expeditiously as is prudent considering the ordinary professional skill and care of a competent Engineer.

§ 2.2.1 Engineer certifies that Engineer is a registered professional engineer licensed to practice in the State of Texas. Pursuant to the Texas Occupational Code, any civil, structural, mechanical, or electrical plans, specifications, or opinions of probable cost of construction must be prepared by a registered professional engineer or a registered architect, whichever is appropriate, and who is licensed to practice in the State of Texas. Engineer shall be responsible to confirm same as to any consultants used by Engineer. Engineer agrees to notify Owner should Engineer's or any consultant's registration status change. Engineer certifies that Engineer and Engineer's employees, consultants and agents are eligible to work under federal, state and local immigration laws and

regulations.

§ 2.2.2 The Engineer shall be responsible for compliance with all the requirements of the Texas Engineering Practice Act, Texas Occupation Code Chapter 1001, including but not limited to reviewing, approving and sealing the project documents.

§ 2.2.3 The Engineer shall exercise the Engineer's Standard of Care in performing all aspects of the Engineer's Services. All references in this Agreement or in the Contract Documents to the knowledge, inference, reliance, awareness, determination, belief, observation, recognition, or discovery of the Engineer or reference to any similar term shall include the constructive knowledge, inference, reliance awareness, determination, belief, observation, recognition attributed to the Engineer ("constructive knowledge"). Such constructive knowledge shall include the knowledge, inference, reliance, awareness, determination, belief, observation and recognition the Engineer would have obtained upon the exercise of the Engineer's Standard of Care.

§ 2.2.4 The Engineer shall be responsible for the performance of the Engineer's Services in compliance with all applicable laws, rules, regulations, ordinances, codes, orders and permits of all federal, state, local government bodies, agencies, authorities and courts having jurisdiction over the Project.

§ 2.3 The Engineer shall identify a representative authorized to act on behalf of the Engineer with respect to the Project. Owner shall have the right to rely on all communications of such representative without any further inquiry or investigation by Owner.

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

§ 2.5 The Engineer shall, at its own and sole expense, purchase from and maintain (or cause to be maintained in the case of consultants to the Engineer or other professionals employed or used by Engineer) the following insurance in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located for not less than the limits stated below, or greater if required by law, for the duration of this Agreement or for such longer periods as may be required herein:

TYPE OF INSURANCE	LIMIT OF LIABILITY	
<u>Commercial General Liability (CGL)</u>	\$2,000,000.00	General Aggregate
	\$1,000,000.00	Each Occurrence
	\$2,000,000.00	Products and Completed Operation
	\$1,000,000.00	Damage to Rented Premises – each occurrence
	\$10,000.00	Medical Expense (any one person)
	\$1,000,000.00	Personal and Adv. Injury
CGL coverage shall include liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under contract.		
<u>Automobile Liability</u>	\$1,000,000.00	Combined Single Limit (ea. accide
<u>Professional Liability</u>	\$1,000,000.00	Per Claim
	\$1,000,000.00	Annual Aggregate
<u>Excess/Umbrella Liability</u>	\$1,000,000.00	Each Occurrence
	\$1,000,000.00	Aggregate

§ 2.5.1 The required insurance must be written by companies acceptable to the Owner. The required insurance policies, except for professional liability insurance, shall and must name the Owner, its officials, employees, and officers as additional insureds. The required insurance policies shall contain no specific limitations on the coverage afforded the Additional Insureds. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.2 All insurance and limits of liability required herein shall be in effect as of the earlier of the effective date of this Agreement or the date of the commencement of Engineer's services in relation to the Project and shall remain in effect continuously throughout the term of this Agreement or for such longer periods as are required herein. In the case of Professional Liability insurance, the required coverage and limits of liability shall remain in effect for a minimum period of two (2) years following the completion of professional services hereunder.

§ 2.5.3 If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not fewer than thirty-six (36) months following completion of this Agreement and acceptance by Owner.

§ 2.5.4 The Engineer shall be responsible for verifying insurance coverage in the required amounts of all Consultants or other professionals employed by or used by the Engineer and obtaining the required certificates of insurance before any such Consultants or other professionals begin work on the Project.

§ 2.5.5 The insurance policies required by this Agreement shall be endorsed to reflect that the Engineer's insurance coverage is primary over any other applicable insurance coverage held by Owner.

§ 2.5.6 Insurance provided pursuant to this Section shall be considered a part of the Engineer's basic services and shall not be a Reimbursable Expense.

§ 2.5.7 Certificates of insurance acceptable to the Owner and naming the Owner, its officials, employees, and officers as additional insureds shall be filed with the Owner prior to commencement of the Engineer's services or the services of consultants to the Engineer or other professionals employed or used by Engineer in relation to the Project, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required herein shall contain a provision that coverages afforded under the policies will not be canceled, non-renewed, allowed to expire, or materially changed until at least thirty (30) days' prior written notice has been given to the Owner.

§ 2.5.8 The Engineer shall notify Owner in writing and by certified mail or personal delivery, within ten (10) days after the Engineer knew or should have known of any change that materially affects the provision of the required insurance coverages of any person providing services on the Project.

§ 2.5.9 Engineer affirms that Mr. Daniel L. Franklin, Professional Engineer, is a sole proprietorship, and that the principal, Mr. Daniel L. Franklin, is the only member of the firm. It is further affirmed that Mr. Daniel L. Franklin, and only Mr. Daniel L. Franklin, will be the individual from Engineer's firm who will be performing on-site services and observations in accordance with the requirements of this Agreement. No other employee of Engineer, if any, will be permitted on the Owner's property. If Engineer sends anyone other than Mr. Daniel L. Franklin to the Owner's property, the Engineer will be required to provide workers' compensation insurance coverage in the amount required by Texas law prior to the individual coming onto school property.

§ 2.5.9.1 Engineer understands and agrees that a certain degree of risk of injury to Mr. Daniel L. Franklin exists in the on-site performance of the Engineer's duties under this Agreement. Engineer and Mr. Daniel L. Franklin voluntarily assume the risk that an injury to Mr. Daniel L. Franklin might occur and waive any and all claims that might be brought against the Owner.

§ 2.5.9.2 TO THE FULLEST EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ANY LANGUAGE HEREIN TO THE CONTRARY, ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES (COLLECTIVELY, "PARTIES INDEMNIFIED") FROM AND AGAINST ALL CLAIMS AND SUITS FOR BODILY INJURY OR DEATH OF MR. DANIEL L. FRANKLIN, AN EMPLOYEE OF THE ENGINEER, THE ENGINEER'S AGENT, THE ENGINEER'S CONSULTANT, OR THE ENGINEER'S SUBCONTRACTOR OF ANY TIER, REGARDLESS OF WHETHER OR NOT SUCH CLAIMS OR SUITS ARE BASED IN WHOLE OR IN PART UPON THE NEGLIGENT ACTS OR OMISSIONS OF THE OWNER, ITS OFFICERS OR ITS EMPLOYEES. THE INDEMNITY REQUIRED BY THIS PARAGRAPH 2.5.9.2 IS IN ADDITION TO ANY OTHER INDEMNITY OBLIGATIONS REQUIRED OF THE ENGINEER UNDER THIS AGREEMENT.

§ 2.5.10 Duration of the Project includes the time from the beginning of the Work on the Project until the Engineer's work on the Project has been completed and accepted by the Owner.

§ 2.5.10.1 Employees providing services on the Project include all persons or entities employed or contracted by the Engineer and performing all or part of the services the Engineer has undertaken to perform on the Project, that furnishes persons to provide services on the Project.

§ 2.5.10.2 If coverage period shown on the Engineer's current certificate of coverage ends during the duration of the Project, the Engineer must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

§ 2.5.10.3 The Engineer shall obtain from each person providing services on the Project, and provide to the Owner:

- .1** A certificate of coverage, prior to that person beginning work on the Project, so Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
- .2** No later than seven (7) days after receipt by the Engineer, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

§ 2.5.11 The Engineer's failure to comply with any of the provisions in this § 2.5 and its subparts is a material breach of contract by the Engineer that entitles the Owner to immediately declare the contract void and terminate this Agreement.

§ 2.5.12 The Engineer 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 this Section 2.5 and its subparts, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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

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

§ 2.8 The Engineer represents, subject to the Standard of Care described in § 2.2, to the Owner that all Design Documents and other documents prepared and issued by the Engineer pursuant to this Agreement will be of good quality, free from substantial defects, and in conformance with and satisfying all applicable federal, state, municipal, and local ordinances, codes, and other governmental requirements and shall be fit for the particular purpose intended thereby. The Engineer shall notify the Owner in a prompt and timely manner of any discovered discrepancies, inconsistencies, or missing information necessary to provide reasonably accurate and complete documents. Failure to so notify the Owner will be considered a material breach of this Agreement.

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

ARTICLE 3 SCOPE OF ENGINEER'S BASIC SERVICES

§ 3.1 The Engineer's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services and further includes, but is not limited to:

Design Services:

1. Develop drawings and specifications for the Project.
2. Schematic design.
3. Provide engineering analysis and design services necessary for the Project.
4. Provide all required engineering services for the Project.

Construction Management Services:

1. Attend the design kickoff meeting and design review meetings with Symmetry Sports, LLC personnel as reasonably necessary to complete the project construction drawings and specifications.
2. Perform field observations on a biweekly (once every two (2) weeks) basis during construction to observe and document general construction activities.
3. Provide a written biweekly report to Owner summarizing observed construction activities and general progress.
4. Provide additional site inspections as requested by Owner, subject to prior written authorization.

§ 3.1.1 The Engineer shall manage the Engineer's services. The Engineer shall promptly notify the Owner of any direct communications with the Contractor that affect the Engineer's services.

§ 3.1.2 Intentionally Omitted.

§ 3.1.3 Intentionally Omitted.

§ 3.1.4 Intentionally Omitted.

§ 3.1.5 Intentionally Omitted.

§ 3.1.6 Intentionally Omitted.

§ 3.1.7 To the extent required by law, the Engineer shall sign and seal the Construction Documents and make the certifications required by § 61.1040. As used in this § 3.1.7, the meaning of the word "certify" shall include, but not be limited to, the meaning ascribed to it in 19 TAC § 61.1040.

§ 3.2 Schematic Design Phase Services

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

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

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

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the 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 Engineer shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

further development of the approved design and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Engineer acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals.

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

§ 3.4 Construction Documents Phase Services

§ 3.4.1 General

§ 3.4.1.1 Intentionally Omitted.

§ 3.4.1.2 The Engineer shall advise and consult with the Owner during the Construction Phase Services as necessary pertaining to the design. The Engineer 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 Engineer be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents; provided, however, that nothing herein shall absolve the Engineer's responsibility for means, methods, techniques, sequences or procedures specified in the Contract Documents or otherwise specified by the Engineer. The Engineer shall be responsible for the Engineer's negligent acts or omissions and for the failure of the Engineer to comply with the requirements of this Agreement, 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, including the Contractor and the Contractor's subcontractors.

§ 3.4.1.3 The Engineer's responsibility to provide Construction Phase Services, if any, commences with the award of the Contract for Construction and terminates on the date Final Completion is reached.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Engineer shall inspect the site at intervals appropriate to the stage of construction, as needed and requested by the Owner. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

ARTICLE 4 INTENTIONALLY OMITTED

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project.

§ 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 Engineer. The Owner and the Engineer shall thereafter agree to a corresponding change in the Project's scope and quality. The Engineer shall not unreasonably withhold agreement.

§ 5.3 The Owner shall identify a representative to represent the Owner with respect to the Project and to whom all matters requiring the Owner's approval or authorization shall be submitted. This representative shall convey such matters to Owner's officers and/or governing bodies, as appropriate.

§ 5.4 The Owner shall, to the extent they are in Owner's physical possession, furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information, to the extent they are in Owner's physical possession, 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.

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

§ 5.6 Intentionally Omitted.

§ 5.7 Intentionally Omitted.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Engineer. Upon the Engineer'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 Engineer in this Agreement, or authorize the Engineer to furnish them as an Additional Service, when the Engineer requests such services and demonstrates to the Owner's satisfaction that they are reasonably required by the scope of the Project.

§ 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 when such are reasonably required by the scope of the Project.

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

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

§ 5.12 The Owner shall include the Engineer in all communications with the Contractor that relate to or affect the Engineer's services or professional responsibilities. Communications by and with the Engineer's consultants shall be through the Engineer.

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

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

ARTICLE 6 COST OF THE WORK

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

§ 6.2 The Owner's budget for the Cost of the Work may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and updated estimates of the Cost of the Work, prepared by the Engineer, represent the Engineer's judgment as a design professional. It is recognized, however, that neither the Engineer 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 Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Engineer.

§ 6.3 Intentionally Omitted.

§ 6.4 Intentionally Omitted.

§ 6.5 If at any time the Engineer's estimate of the Cost of the Work, if any, exceeds the Owner's budget for the Cost of the Work, the Engineer, to the extent it provided Owner with an estimate of the cost of the Work, shall work with Owner's representative in making appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall work with the Engineer accordingly.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Engineer and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party has the right to transmit such information for its use on the Project.

§ 7.2 The Engineer and the Engineer's consultants shall be deemed the authors 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 Engineer and the Engineer's consultants. Not limited to the following, the Owner shall have the right to retain copies, including those in electronic format and reproducible copies, of the Engineer's and the Engineer's consultants' Instruments of Service for information and reference in connection with the Owner's use and occupancy of the Project. Engineer shall provide to Owner all drawings, specifications, and instructions to Contractor (including the necessary number of paper and electronic copies), that are within the Engineer's scope of services and that are sufficient for Owner to complete construction of the Project and are free from material defects or omissions.

§ 7.3 The Engineer grants to the Owner a nonexclusive, perpetual, irrevocable, and royalty-free right and license to use the Engineer's Instruments of Service for the Owner's purposes, which may include but shall not be limited to, constructing, using, maintaining, altering and adding to the Project. The Engineer shall obtain similar nonexclusive, perpetual, irrevocable, and royalty-free rights and licenses from the Engineer'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. Upon completion of the Project, or upon termination of this Agreement for any reason prior to the completion of the Project, Owner shall be entitled to retain copies of all Instruments of Service and shall have an irrevocable, perpetual, and royalty-free right and license to use all of the Instruments of Service for any and all purposes in any manner the Owner deems fit, including, but not limited to, any future renovation, addition, or alteration to the Project and any future maintenance or operations issues. The Owner shall further have an irrevocable, perpetual, and royalty-free right and license to use any and all Instruments of Service and to make derivative Works thereof for the purpose of completing the Project in the event Engineer is terminated in accordance with the provisions of this Agreement, without regard to whether the termination is for cause, is adjudicated to have been wrongful, or is for the convenience of the Owner. In the event the Owner shall make derivative works of the Engineer's Instruments of Service pursuant to this Section, the Engineer shall bear no liability for errors or omissions appearing in such derivative works. Notwithstanding anything in this Agreement to the contrary, the irrevocable, perpetual, and royalty-free right and license to use any and all Instruments of Service as provided in this Article 7 is granted to the Owner without any restriction on future use.

§ 7.4 Intentionally Omitted.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Engineer shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, within the period specified by applicable law.

§ 8.1.2 INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY LAW, THE ENGINEER SHALL INDEMNIFY THE OWNER FROM AND AGAINST ANY AND ALL LIABILITY FOR DAMAGES ARISING OUT OF OR RESULTING

FROM THE ENGINEER'S PERFORMANCE OF ITS WORK, BUT ONLY TO THE EXTENT SUCH DAMAGES ARE CAUSED BY OR RESULT FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ENGINEER, THE ENGINEER'S AGENT(S), THE ENGINEER'S CONSULTANT(S) UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE INDEMNITOR EXERCISES CONTROL. THESE INDEMNIFICATION OBLIGATIONS SHALL ALSO BE LIMITED TO DAMAGES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING LOSS OF USE RESULTING THEREFROM. THE INDEMNIFICATION OBLIGATION CONTAINED IN THIS § 8.1.2 SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR OTHERWISE REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY WHICH WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS PARAGRAPH.

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

§ 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, except that if litigation must be filed due to the running of a limitations period before mediation can be conducted, such litigation will be stayed until such time as mediation can be conducted.

§ 8.2.2 The Owner and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

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

§ 8.3 Binding Dispute Resolution; Governing Law; Exclusive Venue

§ 8.3.1 BINDING DISPUTE RESOLUTION.

The method of binding dispute resolution of any dispute between the Parties to this Agreement shall be **litigation** in the state district courts of Limestone County, Texas.

§ 8.3.2 GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas without regard to its conflict of laws or choice of law principles, Texas law being the choice of law for this Agreement.

§ 8.3.3 EXCLUSIVE VENUE.

The Parties to this Agreement expressly agree that the exclusive venue and place of trial of any cause of action or other dispute arising out of, in connection with, or related in any way to the Work, the Project, this Agreement, or any of the Contract Documents, including, but not limited to, the interpretation or enforcement of the terms and conditions of this Agreement or any of the Contract Documents, shall be in the state district courts of Limestone County, Texas, and the parties hereby waive any and all objections to the agreed-upon venue as stated herein. This Agreement is performable entirely in Limestone County, Texas.

§ 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 payments to the Engineer in accordance with this Agreement through no fault of the Engineer or without reasonable justification, such failure shall be considered substantial nonperformance and cause for termination or, at the Engineer'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. If the Engineer elects to suspend services, the Engineer shall give ten (10) days' written notice to the Owner before suspending services. In the event of suspension by the Engineer, the compensation due to the Engineer or damages available to the Engineer shall be limited to compensation for services actually performed and expenses actually incurred prior to notice of such suspension. Should the Engineer elect to terminate this Agreement, the compensation due to the Engineer or damages available to the Engineer shall be limited to compensation for services actually performed and expenses actually incurred prior to notice of such termination. **Termination expenses are excluded from this Agreement.**

§ 9.2 This Agreement may be terminated by the Owner if the Engineer 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. Should the Owner elect to so terminate this Agreement pursuant to this provision, the compensation due to the Engineer or damages available to the Engineer shall be limited to compensation for services actually performed and expenses actually incurred prior to notice of such termination. **Termination expenses are excluded from this Agreement.** In the event of suspension by the Owner, the compensation due to the Engineer or damages available to the Engineer shall be limited to compensation for services actually performed and expenses actually incurred prior to notice of such suspension.

§ 9.3 If the Owner suspends the Project for more than ninety (90) consecutive days for reasons other than the fault of the Engineer, the Engineer may terminate this Agreement upon not fewer than seven (7) days' written notice. Should the Engineer elect to terminate this Agreement, the compensation due to the Engineer or damages available to the Engineer shall be limited to compensation for services actually performed and expenses actually incurred prior to notice of such termination. **Termination expenses are excluded from this Agreement.** In the event of a suspension of services by the Owner, the Engineer shall not be liable to Owner for any delay damages incurred by the Owner by reason of such suspension. In the event of suspension by the Owner, the compensation due to the Engineer or damages available to the Engineer shall be limited to compensation for services actually performed and expenses actually incurred prior to notice of such suspension.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Should this Agreement be terminated in accordance with this Section 9.4, the compensation due to the Engineer or damages available to the Engineer shall be limited to compensation for services actually performed and expenses actually incurred prior to notice of such termination. **Termination expenses are excluded from this Agreement.**

§ 9.5 The Owner, at its discretion, may terminate this Agreement upon not less than seven days' written notice to the Engineer for the Owner's convenience and without cause. In such event, the Engineer shall upon receipt of such notice, unless otherwise directed by the Owner, take such action as may be necessary for the protection and preservation of the Owner's materials, and property, take no action which will unnecessarily increase the amounts owed by the Owner under this Agreement, and take reasonable measures to mitigate the Owner's liability, if any, to the Engineer. A termination for the Owner's convenience shall not operate as a release of any claims that the Owner may have against the Engineer.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Engineer terminates this Agreement pursuant to Section 9.3, the compensation due to the Engineer or damages available to the Engineer shall be limited to compensation for services actually performed prior to termination and for Reimbursable Expenses actually incurred prior to termination, and shall not be entitled to any other compensation or damages. **Termination expenses are excluded from this Agreement.**

§ 9.7 Upon termination for any reason, the Engineer shall provide record copies of the Instruments of Service to the Owner.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Intentionally Omitted.

§ 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, as modified.

§ 10.3 The Owner and Engineer, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Engineer 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 Engineer by the Owner prior to the assignment.

§ 10.4 Intentionally Omitted.

§ 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 Engineer.

§ 10.6 Unless otherwise required in this Agreement, the Engineer 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. Notwithstanding the foregoing, the Engineer shall not specify or approve for use in the Work or Project any hazardous materials or other toxic substances, and Engineer shall report in writing to the Owner the discovery, by the Engineer or its consultants, of the use or existence of any such substance in the Work or Project.

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

§ 10.8 If the Engineer or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party, except as required by applicable law, subpoena, other form of compulsory legal process issued by a court or governmental entity, or court order, shall keep such information strictly confidential and shall not disclose it to any other person except (1) to its employees, (2) to those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) to its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. This Section 10.8 shall survive the termination of this Agreement.

§ 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 severed from this Agreement and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance.

§ 10.10 Pursuant to Texas Education Code § 44.034, the Engineer must give advance written notice to the Owner if the Engineer or an owner or operator of the Engineer has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Engineer failed to give such notice or misrepresented the conduct resulting in the conviction. This section requiring advance notice does not apply to a publicly-held corporation.

§ 10.11 The Engineer shall keep all accounting and construction records on the Project for a period of at least ten (10) years after Final Completion of the Project and thereafter shall offer the records to the Owner in writing, in order for the Owner to comply with its records retention requirements, per the Texas Government Code section 441.158 *et seq.* and the Texas Library and Archives Commission's Local Schedule GR (Government Records). In the alternative, the Engineer may provide such records to the Owner for retention at any time if the Owner agrees in writing to accept such records in lieu of the Engineer's retention under this Section.

§ 10.12 Any notice required by or permitted under this Agreement must be in writing unless otherwise provided herein. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and

addressed to the intended recipient at the address shown in this Agreement or addressed to the last known address of the intended recipient. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

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

§ 10.14 The Engineer will, before any duties are performed on the Owner's property, (1) obtain national criminal history record information that relates to an employee, applicant, agent, consultant, supplier and/or subcontractor as required by Texas Education Code Chapter 22 if the person has or will have continuing duties related to the Project, and the person has or will have the opportunity for direct contact with students in connection with the person's continuing duties (2) send or ensure that the person sends to the Texas Department of Public Safety ("Department") information that is required by the department for obtaining national criminal history record information, which may include fingerprints and photographs, and (3) certify to the Owner that the Engineer or the subcontracting entity that employs the person has received all criminal history record information relating to the person. The criminal history records shall be obtained from the clearinghouse provided by § 411.0845 of the Texas Government Code.

The Engineer shall certify to the Owner that the contracting entity has obtained written certifications from any subcontracting entity that the Engineer has obtained written certifications from any subcontracting entity that the subcontracting entity has complied with Texas Education Code § 22.08341(e) as it relates to the subcontracting entity's employees.

The Engineer shall assume all expenses associated with the background checks.

The Engineer or a subcontracting entity may not permit an employee to who has or will have continuing duties related to the Project, and the employee has or will have the opportunity for direct contact with students in connection with the employee's continuing duties to provide services at an instructional facility if the employee, during the preceding 30 years, was convicted of any of the following offenses and the victim was under 18 years of age or was enrolled in a public school:

- (1) a felony offense under Title 5, Texas Penal Code;
- (2) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or
- (3) an offense under the laws of another state or federal law that is equivalent to an offense under Subdivision (1) or (2).

Additionally, no person who has or will have continuing duties related to the Project, and the person has or will have the opportunity for direct contact with students in connection with the person's continuing duties shall be engaged by the Engineer or by any entities with which the Engineer contracts, including but not limited to any suppliers or subcontractors, who has charges pending, or who has been convicted, received probation, or deferred adjudication for the following:

- (1) Any offense against a child;
- (2) Any sex offense;
- (3) Any crimes against persons involving weapons or violence;
- (4) Any felony offense involving controlled substances; or
- (5) Any offenses involving the sale or distribution of controlled substances.

The Owner may directly obtain the criminal history record information required by this Section 10.15 through the criminal history clearinghouse as provided by Texas Government Code § 411.0845. In that event, the Engineer shall reimburse the Owner for any costs incurred with obtaining the criminal history record.

The Owner reserves the right to determine what constitutes "the opportunity for direct contact with students".

It shall be the responsibility of the Engineer and the entities with which the Engineer contracts to ensure compliance with this provision.

§ 10.15 The Engineer will obtain the Owner's written approval before proceeding to a subsequent phase.

§ 10.16 The Engineer shall be responsible for employing all necessary consultants to execute the Project. Such consultants shall be professional engineers, or architects, registered or licensed by the State of Texas to practice the building discipline for which they are employed on the Project. Engineer shall require such consultants to make site visits at intervals appropriate to the state of construction and as required to ascertain that the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents.

§ 10.17 The Engineer shall require in the Construction Documents that the Construction Manager, or Contractor, or his subcontractors maintain a set of as-built drawings to be furnished to the Owner in a reproducible form upon Project completion as a part of Project Cost and shall actively assist in obtaining all warranty documents and owner operator manuals at the time of delivery to the site.

§ 10.18 All references to "arbitration" in this Agreement, the General Conditions document that pertains this Project, as amended by the Owner, or in any other Contract Document shall be considered as deleted, rendered null and void, and shall be given no effect.

§ 10.19 The Engineer, employees, agents, consultants and subcontractors shall abide by all Owner policies and procedures regarding campus access.

§ 10.20 The Engineer 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 fraud and financial impropriety.

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

§ 10.22 In the event of any suit or action arising out of or in connection with this Agreement is brought by either Party, whether to enforce the terms hereof, declare rights hereunder, or otherwise, the prevailing party in such action shall be entitled to recover its attorney's fees and court costs from the non-prevailing party.

§ 10.23 Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, the term "including" is not limiting and the terms "hereof," "herein," "hereunder" and similar terms in this Agreement or in any of the Contract Documents refer to the Contract Documents as a whole and not to any particular provision thereof, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto regardless of who is responsible for its preparation.

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

§ 10.25 Pursuant to the requirements of HB 89 of the 2017 Texas Legislative Regular Session and Tex. Govt. Code § 2271.002, Engineer affirms that it does not boycott and will not boycott Israel during the term of this Contract.

§ 10.26 Engineer affirms that it is not identified on a list prepared and maintained under Tex. Govt. Code §§ 806.051, 807.051 or 2252.153.

§ 10.27 Pursuant to the requirements of SB 13 of the 2021 Texas Legislative Regular Session, Engineer affirms and verifies that it does not and will not boycott energy companies.

§ 10.28 Pursuant to the requirements of SB 19 of the 2021 Texas Legislative Regular Session, Engineer affirms and verifies that it does not and will not discriminate against firearm and ammunition industries.

§ 10.29 **Execution & Signatures.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A digital, electronic, or facsimile signature may be used in place of an original signature and shall carry the same weight and effect as an original signature.

ARTICLE 11 COMPENSATION

§ 11.1 Compensation for Engineer's Design Services.

For the Engineer's Design Services described under Article 3, the Owner shall compensate the Engineer as follows:

Stipulated Fee of **THIRTY-TWO THOUSAND AND ONE HUNDRED AND FORTY AND NO/100 DOLLARS (\$32,140.00)** for the Engineer's Design Services as described in Article 3 of this Agreement.

§ 11.1.1 An initial payment of ZERO DOLLARS (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement.

§ 11.1.2 Owner shall pay Engineer for the Design Services described under Article 3 in the remaining amounts, invoiced monthly based on the percentage of services completed as of the last day of each calendar month.

§ 11.1.3 Payment shall be due within thirty (30) days of receipt of each invoice.

§ 11.2 Compensation for Engineer's Construction Management Services.

For the Engineer's Construction Management Services described under Article 3, the Owner shall compensate the Engineer as follows:

A fee of **ONE THOUSAND AND THREE HUNDRED AND NINETY-FIVE AND NO/100 DOLLARS (\$1,395.00)** for each two (2) week period (each a "biweekly period") in which the Engineer performs the Construction Management Services described in Article 3 of this Agreement.

§ 11.2.1 The Engineer shall invoice the Owner monthly for Construction Management Services performed during the preceding calendar month. Each invoice shall reflect the number of biweekly periods during which such services were performed as of the last day of each calendar month.

§ 11.2.2 Payment shall be due within thirty (30) days of receipt of each invoice.

§ 11.3 The hourly billing rates for services of the Engineer and the Engineer's consultants outside of the Engineer's Basic Services under Article 3 of this Agreement are set forth below. The rates shall be adjusted in accordance with the Engineer's and Engineer's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Principal Engineer	\$185.00

§ 11.4 Compensation for Reimbursable Expenses

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

- .1 Mileage reimbursed at \$0.80/mile

§ 11.5.2 In the event that Owner gives prior written authorization for a Reimbursable Expense, the Reimbursable Expense shall be the actual cost of the expense with ten percent (10%) mark-up.

§ 11.6 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and to services performed on the basis of hourly rates shall be available to the Owner or the Owner's authorized representative upon request at mutually convenient times.

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.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Engineer, as modified
- .2 Building Information Modeling Exhibit, if completed:
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)
 AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)
 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)
- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)
 - .1 Drawings, Specifications, Submittals and Addenda for Project, whether issued or created prior to or after the execution of this Agreement;
 - .2 General Conditions of the Contract for Construction document that pertains to the Project, as such general conditions document is modified by the Owner at its discretion;
 - .3 Supplementary Conditions of the Contract for Construction, as modified or written for the Project;
 - .4 Other Conditions of the Contract for Construction, as modified or written for the Project;
 - .5 Certificates of Insurance required of the Engineer;
 - .6 Any modifications to this Agreement approved by the Parties;
- .7 Any documents stated in this Agreement as being a part of or incorporated into this Agreement or the Contract.

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

OWNER *(Signature)*

BY: Aslone Foy, Board President

(Printed name and title)



ENGINEER *(Signature)*

BY: Daniel L. Franklin, President

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

