

# AIA® Document B101® – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the 15th day of September in the year 2025  
(In words, indicate day, month and year.)

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

DeSoto ISD  
200 E. Belt Line Rd.  
DeSoto, Texas 75115

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

WRA Architects, Inc.  
6000 Headquarters Dr.  
Suite 600  
Plano, Texas 75024

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

1. Moates Elementary School (Replacement)
2. Amber Terrace (Renovation)
3. Cockrell Hill Elementary School (Renovation)
4. Meadows Elementary School (Renovation)
5. West Middle School (Renovation)

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 Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

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

Owner has selected Procedeo, LLC, to manage the program as the construction manager agent for consultation, administration and representation of the 2025 bond projects. Programs for each project shall be determined on an individual basis and mutually agreed upon by all parties.

§ 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.)*

TBD

§ 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.)*

Total Project Budgets allocated by 2025 bond are listed below. Construction Budgets for each project shall be determined on an individual basis and mutually agreed upon by all parties during the Design Phase.

1. Moates Elementary School (Replacement): \$49,453,905
2. Amber Terrace (Renovation): \$8,935,938
3. Cockrell Hill Elementary School (Renovation): \$18,812,500

4. Meadows Elementary School (Renovation): \$8,935,938
5. West Middle School (Renovation): \$10,481,250

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

- .1 Design phase milestone dates, if any:  
Varies, See Attached Schedule Exhibit "A"
- .2 Construction commencement date:  
Varies, See Attached Schedule Exhibit "A"
- .3 Substantial Completion date or dates:  
Varies, See Attached Schedule Exhibit "A"
- .4 Other milestone dates:  
TBD

§ 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.)*

TBD

§ 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.)*

N/A

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

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

Dr. Usamah Rodgers, DeSoto ISD Superintendent  
DeSoto ISD  
200 E. Belt Lane Rd.  
DeSoto, Texas 75115

§ 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.)*

Program Manager – Construction Manager Agent of Owner  
Brian Johnson -President  
Procedeo LLC  
1450 Hughes Rd. Suite 215  
Grapevine, Texas 76051

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

.1 Geotechnical Engineer:

TBD

(Paragraph deleted)

.2 Land Surveyor:

TBD

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

During the design and construction phases of a project the following consultants are typically retained by the owner. WRA shall assist DeSoto ISD in determining the necessity of such consultant and also assist with the procurement of these services: Systems Commissioning Agent, Energy Inspections, TDLR Accessibility Review, Asbestos Survey, Construction Materials Testing, Cultural Resource (if necessary), Environmental Assessment, Subsurface Utility Locate, Testing and Balancing, Printing, and ICC 500 Storm Shelter Peer Review. See 1.1.8, Program Manager, Construction Manager Agent

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

Brian A. Wyatt - Seth Stevens - Diego Barrera - Mike Holmberg  
WRA Architect Inc.  
6000 Headquarters Dr.  
Suite 600  
Plano, TX 75024  
214-750-0077

§ 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:

1. Hart Gaugler & Associates
2. Ponce-Fuess Engineering
3. Other – with owner approval

.2 Mechanical, Electrical, and Plumbing Engineer:

1. Estes McClure Associates (EMA)
2. Meza Engineering
3. Other – with owner approval

.3 Civil Engineer:

1. Click Engineering
2. Pierce-Murray Land Solutions
3. Other – with owner approval

.4 Technology Consultant:

1. True North Consulting Group (PMY Group)



2. Datacom Design Group
3. Other – with owner approval

.5 Food Service Design Consultant:

1. Bosma Design Group
2. Other – with owner approval

.6 Landscape and Irrigation Design Consultant:

1. CCA Landscape Architects
2. Other – with owner approval

.7 Roofing Design Consultant:

1. Apex Roofing Technology
2. Other – with owner approval

§ 1.1.11.2 Consultants retained under Supplemental Services:

TBD

§ 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 the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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

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

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

### § 2.2

The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect, as codified in Texas Local Government Code section 271.904(d), hereinafter referred to as the "Standard of Care." In accordance with Texas Local Government Code section 271.904(d) and notwithstanding anything in this Agreement to the contrary, the Standard of Care shall be the sole standard governing the Architect's performance of its services. Any designs, drawings or specifications prepared or furnished by Architect that are not in conformance with the Standard of Care

will be promptly corrected by Architect at no additional cost to Owner upon being brought to Architect's attention. Owner's approval, acceptance use of or payment for all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement.

Professional liability	\$2,000,000 per claim and \$2,000,000 in the aggregate
Worker's Compensation:	Statutory
Comprehensive General Liability:	
Occurrence	\$1,000,000.00
Aggregate	\$2,000,000.00
Personal Injury	\$1,000,000.00 each person
(Coverage to include groups A, B & C w/exclusion "C" aggregate removed	
Automobile Liability:	\$1,000,000.00 combined single limit
Architects' Consultants:	\$500,000.00
Excess Umbrella Liability:	\$2,000,000.00

1. The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are admitted and authorized to issue such policies in the State of Texas.
2. The policy so issued in the name of Architect shall also name the Owner as additional insured, except for professional liability insurance and worker's compensation insurance. To the extent an Architect's Consultant is named as an additional insured on any policy held by the Architect, separate coverage shall not be required of the Architect's Consultant. If Architect neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, treat such neglect or refusal as a material breach of the contract and may terminate the contract as provided herein.
3. Architect shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled or materially changed while the work is in progress without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Architect neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, after reasonable notice to Architect, procure such insurance at Architect's expense.
4. Insurance provided pursuant to this Section shall be considered part of the Architect's basic services and shall not be a Reimbursable Expense within the scope of Section 11.8, or other provisions of this Agreement.

*(Paragraphs deleted)*

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

§ 2.7 The Architect shall provide a design which will, in accordance with the Standard of Care, account for all applicable federal, state and local laws, statutes, ordinances, rules, regulations orders and other legal requirements including but not limited to all zoning restrictions or requirements of record, building, occupancy, environmental, disabled person accessibility and land use laws, requirements regulations and ordinances relating to the construction use and occupancy of the Project ("Governmental Requirements") existing on the date of this Agreement and which may be enacted prior to Owner's approval of completed Construction Documents.

§ 2.8 The Architect shall prepare all Design Documents, Contract Documents and other documents prepared and issued by Architect in conformance with the Standard of Care. Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies, inconsistencies or missing information in its Services necessary to provide documents in accordance with the Standard of Care.

§ 2.9 Notwithstanding any provision of this Article to the contrary, services made necessary as a result of the Architect's failure to timely provide documents in accordance with the Standard of Care shall be considered Basic Services.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include the structural, mechanical, and electrical engineering services set forth in this Article 3 and, where provided, in the attached Exhibits to this Agreement. Services not set forth in this Article 3 are Supplemental or Additional Services

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants; in all events, however, Architect's coordination of its services with Owner's and Contractor's subcontractors or consultants shall be limited to that necessary for consistency of Architect's documents with those of such subcontractors or consultants. The Architect shall be entitled to rely on, does not have a duty to investigate, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants and the Contractor and its subcontractors and 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, and the Architect may suspend its services (without penalty and is not liable for any damages during such suspension) until such error, omission, or inconsistency is corrected by Owner or Owner's consultants or contractors. Notwithstanding anything herein to the contrary, however, Architect is not required to verify the accuracy or completeness of any information furnished by the Owner, the Owner's consultants, or third-parties with whom the Architect has no contract or does not have the ability to direct or control.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. Notwithstanding anything herein to the contrary, Owner acknowledges and agrees that any schedule for the provision of Architect's services is an estimate, which may be modified or adjusted due to review by consultants, review, and approval of submissions by authorities having jurisdiction over the Project, changes in the scope of the Project, and or delays by the Owner and/or Contractor. Architect shall have no liability for any such delays.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

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

§ 3.1.6 The Architect shall be responsible for preparing and assisting the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 Not used.

§ 3.1.8 Notwithstanding any other provision of the Agreement, the following are Services of the Architect fully compensated under Section 11.1 as Basic Services:

- .1 The time period during which the Architect's duty to provide Basic Services shall include that time necessary to correct any Services not in conformance with the Standard of Care during any phase of construction. Such services of the Architect as may be required to correct the Architect's breach of the Standard of Care shall be performed by the Architect at no additional charge, either in fee or expenses.
- .2 The Architect shall be responsible for retaining all necessary consultants to execute Architect's scope of work. Such consultants shall be professionals licensed by the State of Texas to practice the building discipline for which they are retained on the Project. Consultants required by the Architect shall at a minimum be required to make on-site visits and observations during these periods when work they have designed is being constructed.
- .3 The Owner shall require the contractor and its subcontractors to maintain a set of record drawings to be furnished to the Owner in reproducible form upon Substantial Completion of the Project. The Owner shall require the Contractor to provide all warranty documents and Owner operation manuals required by the Contract Documents. Architect shall take delivery from the Contractor of all record drawings, warranties, operations manuals, and other end-of-project deliverables required of the Contractor by the Owner. Architect shall promptly advise Owner of any documents that appear to be missing in such delivery, and shall assist the Owner in attempting to obtain complete performance by the Contractor of its obligations in regard to such documents.
- .4 Approximately ten (10) months after Substantial Completion, Architect shall conduct a walk-through inspection of the Project and report all observed building deficiencies to the Owner and Contractor. In addition, the Architect shall advise Owner concerning required corrections and furnish the Owner with written notification of completed corrections. The obligations under this section shall survive acceptance of the Work by the Owner.

## § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that, in its professional opinion, may be reasonably needed for the Project..

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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

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

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is

consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

### § 3.3 Design Development Phase Services

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

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 After Owner's approval of the Construction Documents, the Architect shall not make or approve any change in the Work, except for minor changes in the Work not involving an adjustment in the Contract Sum, expenditure of contingency funds or an extension of the Contract Time, without the prior written consent of the Owner. The Architect shall be liable to the Owner for any damages arising from or caused by any change to the Work made or approved by the Architect without the Owner's prior written consent.

§ 3.4.7 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 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, in accordance with the Standard of Care, conform with the provisions of 19 TAC § 61.10.36.
- .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, in accordance with the Standard of Care, according to the provisions of TAC § 61.10.36 based on the long-range school facility plan and/or education specifications, building code specifications, and all documented changes to the Construction documents provided by the District.

§ 3.4.8 As a condition of the approval of the Contractor's Final Application for Payment, the Architect shall request proof from the Contractor that it has executed and delivered to the Owner the Certification of Project Compliance form that the facility has been constructed in general accordance with the Construction Documents, as required by 19 Texas Administrative Code § 61.1036.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 If requested by the Owner, the Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Procurement Documents to prospective bidders/proposers;
- .2 organizing and conducting a pre-bid conference for prospective bidders/proposers;
- .3 preparing responses to questions from prospective bidders/proposers and providing clarifications and interpretations of the Procurement Documents to the prospective bidders/proposers in the form of addenda; and,
- .4 participating in or organizing and conducting, at the Owner's discretion, the opening of the bids, and subsequently documenting and distributing the results of the procurement process, as directed by the 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/proposers.

#### § 3.5.3 Negotiated Proposals

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

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

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 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 requested by the Owner, the Architect shall organize and participate in section interviews with prospective contractors and/or participate in negotiations with ranked contractors and prepare any summary reports requested by the Owner related to the results of such process.

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

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's breach of the Standard of Care, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 The Architect's responsibility to provide the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and, except as provided by Section 3.1.8.4, terminates upon final completion of the Construction Phase, after the Contractor has completed all Work required by the Contract Documents, including all punchlist work, and Architect has submitted all documents required by this Agreement or the General Conditions attached hereto to Owner.

§ 3.6.1.4 The Architect shall prepare Drawings Specifications, and other documentation and supporting data evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives necessary to contract administration of the project.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Architect's site observation visits do not relieve the Contractor of the obligation to perform work in accordance with the Contract Documents. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that the Architect observes does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.



Architect shall notify the Owner of any work that does not conform to the Contract Documents and shall reject such work unless the Owner objects to the rejection.

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. The Architect's interpretations and opinions on matters relating to aesthetic effect shall be final if consistent with the Contract Documents, and approved by the Owner.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

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

### § 3.6.4 Submittals

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

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take



appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.2, 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 requests for information.

Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall prepare Change Orders, Construction Change Directives and documents authorizing expenditures of contingency funds, with supporting documentation and data if deemed necessary by the Architect, as Basic Services compensated under section 11.1, for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in the Contract Sum, and expenditure of contingency funds or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified as Basic Services compensated under Section 11.1.

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

§ 3.6.5.3 The Architect shall have no responsibility for the accuracy of the content of these 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;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

§ 3.6.6.5 Upon request of the Owner, and in accordance with the provisions of Section 3.1.8.4, prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation identify and with the assistance of Owner compile the documentation of all non-performing warranty items and, conduct a meeting with the Owner to review the facility operations and performance.

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

§ 4.1.1 The Supplemental or Additional services listed below are not included in Basic Services but may be required for the Project. The services identified as the responsibility of the Architect as Basic Services will be provided by Architect to Owner at no additional cost. The Architect shall provide the listed Supplemental Services or Additional Services specifically listed below or as being the responsibility of Owner only if specifically requested by the Owner, and the Owner shall compensate the Architect in accordance with the terms of the written proposal accepted by Owner. 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.

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Basic Services
§ 4.1.1.2 Multiple preliminary designs	Basic Services
§ 4.1.1.3 Measured drawings	Basic Services
§ 4.1.1.4 Existing facilities surveys	Provided
§ 4.1.1.5 Site evaluation and planning	Not Applicable
§ 4.1.1.6 Building Information Model management responsibilities	Basic Services
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided - Additional Service
§ 4.1.1.8 Civil engineering	On-site Civil - Basic Services Off-Site Civil - per§ 4.1.2.1 – Architect Additional Service
§ 4.1.1.9 Landscape design	Basic Services
§ 4.1.1.10 Architectural interior design	Basic Services
§ 4.1.1.11 Value analysis	Basic Services
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided - Additional Service
§ 4.1.1.13 On-site project representation	Not Provided - Additional Service
§ 4.1.1.14 Conformed documents for construction	Basic Services
§ 4.1.1.15 As-designed record drawings	Basic Services
§ 4.1.1.16 As-constructed record drawings	Not Provided - Additional Service
§ 4.1.1.17 Post-occupancy evaluation	Not Provided - Additional Service
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Basic Services
§ 4.1.1.21 Telecommunications/data design	Basic Services
§ 4.1.1.22 Security evaluation and planning	Basic Services
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided - Additional Service
§ 4.1.1.25 Fast-track design services	Not Provided - Additional Service
§ 4.1.1.26 Multiple bid packages	Basic Services

Supplemental Services	Responsibility (Architect, Owner, or not provided)
	Basic Services
§ 4.1.1.27 Historic preservation	Architect - Basic Services and Architect - Additional Services as allocated in & 4.1.2.1 to 4.2.
§ 4.1.1.28 Furniture, furnishings, and equipment design	TBD
§ 4.1.1.29 Other services provided by specialty Consultants	TBD
§ 4.1.1.30 Other Supplemental Services	

(Row deleted)

#### § 4.1.2 Description of Supplemental Services

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

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

1. Existing Facilities Survey: Architect shall visit the project site and gather readily available information about existing structures, function, site conditions and utilities in order to execute the project scope. The architect is not responsible for exhaustive investigations or accurate existing building measurements or land surveying.

2. Conformed Documents for Construction: Architect shall provide a conformed set for construction, that is inclusive of the Addenda posted during the bidding for Contractor & Owner use.

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

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

TBD

(Paragraph deleted)

#### § 4.2 Architect's Additional Services

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.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization and shall not be responsible for providing these services without the Owner's written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, or the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
2. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
3. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the Standard of Care;
4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors; or
5. Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .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.

§ 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.

§ 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 and shall advise the Owner in writing of its proposal for additional fees and costs of further Construction Phase Services beyond those limits. Architect shall not be obligated to provide further Construction Phase Services beyond the limits set forth unless its proposal for additional fees and costs is approved in writing by Owner:

- .1 Three ( 3 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 [Subsection Deleted]
- .3 Three ( 3 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Three ( 3 ) inspections for any portion of the Work to determine final completion.
- .5 The Architect shall visit the site and observe the Work at appropriate stages of construction no less than weekly. The Architect shall report the results of all observations to the Owner in writing. Any and all observed deficiencies shall immediately be reported to the Owner and Contractor in writing.

§ 4.2.4 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 If the services covered by this Agreement have not been completed within Forty Eight ( 48 ) 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 as negotiated by the Parties.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

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

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

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

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

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

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

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service, and the Architect shall have a reasonable time to cure its errors, omissions or inconsistencies as a precondition to any dispute resolution proceedings involving the Owner and the Architect.

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

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

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

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be 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. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the bid or proposal providing the best value to the Owner, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,



.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall be permitted to retain copies, including those in electronic format and reproducible copies, of the Architect's and the Architect's consultants' Instruments of Service for information reference in connection with the Owner's use and occupancy of the Project.

§ 7.3 The Architect grants to the Owner a nonexclusive license to reproduce 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.

§ 7.3.1 The payment of fees for professional services performed under this Agreement shall constitute full payment for a one-time, perpetual license fee for those uses of the Architect's Instruments of Service set forth in Section 7.3, for all documents produced pursuant to this Agreement and in existence as of the date of any such payment. 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 RELEASE THE ARCHITECT AND ITS CONSULTANTS FROM ALL COSTS AND EXPENSES, INCLUDING THE COST OF DEFENSE, RELATED TO CLAIMS AND CAUSES OF ACTION (INCLUDING ANY NEGLIGENCE CLAIMS) ASSERTED BY ANY 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 THAT ARE NOT THE RESULT OF THE ARCHITECT'S BREACH OF THE STANDARD OF CARE.** The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 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. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors,

Sub-subcontractors, and material or equipment suppliers, as well as the Owner's exclusively for use in performing services for the Project.

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

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the initiation of litigation. The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

*(Paragraph deleted)*

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

### § 8.2 Mediation

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

§ 8.2.2 Unless the parties mutually agree otherwise, mediation shall be administered in accordance with the following:

- .1 Request for mediation shall be in writing, and shall request the mediation commence not less than 30 (thirty) or more than ninety (90) days following the date of the request, except upon agreement of both parties
- .2 In the event the Owner and the Architect are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

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

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

*(Check the appropriate box.)*

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

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

### § 8.3 Arbitration - DELETED

*(Paragraphs 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 payments to the Architect in accordance with this Agreement through no fault of the Architect, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement if not cured by the Owner within seven (7) days following notice of any past-due payment. If the Architect elects to suspend services, the Architect shall give thirty (30) 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 undisputed fees due prior to suspension and any actual expenses incurred to the interruption and resumption of the Architect's services. The Architect's fees for shall be equitably adjusted as negotiated by the parties.

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

§ 9.3 If the Project is suspended for more than ninety 90 cumulative days, the Architect may terminate this Agreement upon no less than (30) days' written notice. Should the Architect elect to so terminate this Agreement, the Architect shall be compensated for services actually performed and expenses actually incurred prior to notice of such termination. If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for actual expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for shall be equitably adjusted as negotiated by the parties.

§ 9.4 Either party may terminate this Agreement upon not less than seven (7) 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.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated only for services actually performed and reimbursable expenses actually incurred prior to termination, and costs attributable to termination, including the costs actual costs and charged due to the Architect's termination of consultant 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:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

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

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

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the State of Texas without regard to the choice-of-law rules of any jurisdiction. Venue for any lawsuit arising under this contract shall be in Dallas County, Texas. No provision of this Agreement is a waiver of any immunity or defense.

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

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 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 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 fourteen (14) days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

§ 10.6 The Architect and Architect's consultants shall have no responsibility for the handling, removal, or disposal or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Architect and the Architect's consultants shall have no responsibility to initially discover the presence of such hazardous materials on the Project site, but shall reasonably promptly report to the Owner the existence of such materials actually known by the Architect or the Architect's consultants to be present on site.

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

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Owner herein designates the following as confidential information: security measures; pending real estate purchases, exchange, lease, or value; any information pertaining to litigation; student likenesses and student records information; employee information; and other information deemed confidential by law.

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

§ 10.9 In any adjudication or claim under this Agreement, reasonable and necessary attorney's fees that are equitable and just may be awarded to the prevailing party.

§ 10.10 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 names in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

§ 10.11 Pursuant to TEXAS EDUCATION CODE section 44.034, Architect must give advance written notice to the Owner if the Architect or an owner or an 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.

§ 10.12 Architect shall keep all accounting and construction records on the Project for a period of at least twelve (12) years after Final Completion of the Project, and thereafter shall offer the records to the owner in writing, in order for Owner to comply with its records retention requirement, per the Texas Government Code section 441.158 *et seq.* and the Texas Library and Archives Commission's Local Schedule GR (Government Records). In the alternative, Architect may provide such records to Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Architect's retention under this Section.

§ 10.14 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 show in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

§ 10.15 If any provisions of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, such provisions shall be fully severable and 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 here from.

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

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)

N/A

- .2 Percentage Basis

Construction Budget	New Construction	Additions and/or Renovations
\$0 to less than \$1M	8.0%	9.0%
\$1M to less than \$15M	7.0%	8.0%
\$15M and over	6.0%	7.0%

See Percentage Values Above ( varies between 6-9 ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other  
(Describe the method of compensation)

Additional Services to be a Lump Sum or Hourly Basis as negotiated

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

§ 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.)*

Hourly rates as set forth in 11.7

§ 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.)*

Hourly rates as set forth in 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:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Thirty-Five	percent (	35	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
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. Compensation paid for 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, including but not limited to those identified by alternate bids, proposals, or separate bid package, are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions in accordance with the schedule set forth in Section 11.5 based on (a) the lowest bona fide bid or negotiated proposal, or (b) in the absence of such bid or proposal, the most recent estimate of the Cost of the Work for such portions of the Project. Notwithstanding any term or condition to the contrary, the Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate (\$0.00)
Principal/Partner	\$275 per hour
Associates	\$180 per hour
Marketing Personnel / Registered Architect	\$130 per hour
Intern Architect/CAD Drafter	\$ 110 per hour
Field Observer	\$ 110 per hour
Secretarial/Word Processing	\$ 90 per hour

Consultant

\$ TBD per hour

**§ 11.8 Compensation for Reimbursable Expenses**

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 n/a
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 n/a
- .9 n/a
- .10 Water line pressure and flow test;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures as agreed to by Owner & Architect.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent ( 10 %) of the expenses incurred for overhead.

**§ 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.)*

TBD

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of Zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice as per Texas Government Code, Chapter 2251. Amounts unpaid thirty-one ( 31 ) 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.)*

Per Texas Prompt Payment Act %

**§ 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.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative upon request at mutually convenient times. "Direct Personnel Expense" is defined as the direct salaries of the Architect's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 11.10.2.5 The Owner shall make final payment for services upon receipt of the Architect's undisputed final invoice.

§ 11.10.3 The Architect shall not submit an invoice for 100% completion of a Project phase, nor proceed with a subsequent Project phase, without approval of the Owner.

§ 11.10.4 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.

## 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.)*

Architect shall, during the term of this contract maintain, and staff an office within the District.

Architect hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. (Tex. Gov't Code §§ 2252.151-.154) Architect hereby certifies and verifies that neither Architect, nor any affiliate, subsidiary, or parent company of Architect, if any (the "Architect Companies"), boycotts Israel, and Architect agrees that Architect and Architect Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Tex. Gov't Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102)

§12.1 LICENSING AUTHORITY: The following information is included in this Agreement as required by Texas Occupations Code 1051.251: The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, telephone (512) 305-9000, has jurisdiction over individuals licensed under the Architects' and Interior Designers' Registration Law, Texas Civil Statutes, Article 240A.

§ 12.2 Pursuant to Texas Education Code Section 44.034, Architect must give advance written notice to Owner if an owner or operator of Architect has been convicted of a felony. Architect represents and warrants that no owner, operator, shareholder, officer or director of Architect has been convicted of a felony. Should it become known to Architect that any owner, operator, shareholder, officer or director is convicted of a felony Pursuant to Texas Education Code Section 44.034, Architect must give advance written notice to Owner if an owner or operator of Architect has been convicted of a felony. Architect represents and warrants that no owner, operator, shareholder, officer or director of Architect has been convicted of a felony. Should it become known to Architect that any owner, operator, shareholder, officer or director is convicted of a felony while this Agreement is in effect, Architect will immediately notify Client of such conviction. Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

§ 12.3 Architect acknowledges that Owner is subject to the Texas Public Information Act ("TPIA"). As such, upon receipt of a request under the TPIA, Owner is required to comply with the requirements of the TPIA. In the event that the request involves documentation that the Architect has clearly marked as confidential and/or proprietary the notices required under the TPIA. Architect acknowledges that it has the responsibility to file exceptions with the Texas Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure. Architect also acknowledges its duty to assist Owner insofar as necessary to comply with Owner's own obligations under the TPIA.



§ 12.4 Architect and its subcontractors and agents agrees to comply with all applicable requirements of all federal, state and local constitutions, laws, executive orders, regulations, ordinances, applicable guidelines, and policies governing this Agreement and Project, particularly relating to nondiscrimination. These include but are not limited to: (i) Title VI of the Civil Rights Act of 1964, as amended; (ii) Title IX of the Education Amendments of 1972; as amended; (iii) Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and (iv) the American with Disabilities Act, as amended.

§ 12.5 Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and/or agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to waive any immunity or defense to which either Party may be entitled, or to create an impermissible deficiency debt of either Party.

§ 12.6 Architect and its employees and agents are at all times an independent contractor and under no circumstances will Architect and its employees or agents be considered employees or agents of Owner.

§ 12.7 If applicable to this Agreement and agreed to in Response to RFQ (incorporated herein), the Architect accepts and agrees to all federally required contract terms of FEMA, FAR, or any other agency or statute. The Architect understands that said terms are fully incorporated herein. Additionally, the Architect acknowledges and agrees to follow said terms. The Architect accepts the federally required terms which are attached as an exhibit to this contract and fully incorporated herein. If that addenda is not initialed in the appropriate places, the Architect agrees to rectify the same immediately as if effective on the date of this Agreement or else this Agreement will be void.

§ 12.8 ARCHITECT AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER AND ITS OFFICIALS, OFFICERS, EMPLOYEES, TRUSTEES, AGENTS, DEPARTMENTS, VOLUNTEERS, AND ASSIGNEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FOR ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, FINES, PENALTIES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT COSTS), THAT MAY ARISE BY REASON OF ILLNESS, INJURY TO OR DEATH OF ANY PERSON OR LOSS OF OR DAMAGE TO PROPERTY, OR DAMAGES RESULTING FROM ANY OTHER CLAIM RELATING ANY ACT OR OMISSION TO ACT BY ARCHITECT RELATED TO ITS OBLIGATIONS OR PERFORMANCE UNDER THIS AGREEMENT. THIS HOLD HARMLESS AND INDEMNIFICATION CLAUSE SURVIVES THE TERMINATION OF THIS AGREEMENT AND EXTENDS TO ALL ASSIGNS, SUCCESSORS, AND HEIRS.

§ 12.9 By entering into this Agreement, pursuant to Texas Government Code 552, Subchapter J, the Architect agrees that if the Owner receives a written request for public information related to this Agreement that is in the possession or custody of the Architect and not in the possession or custody of the Owner, the Architect that Architect provide that information to the Owner within (5) five days of Owner's written request.

§ 12.10 Architect agrees that it shall:

- .1 Preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the Owner for the duration of the Agreement;
- .2 Promptly, within seven business days, provide to the Owner any requested contracting information that is in the custody or possession of the Architect upon request of the Owner; and,
- .3 On termination completion of the Agreement, either:
  - a. Provide to the Owner at no cost all contracting information related to the Agreement that is in the custody or possession of the Architect; or
  - b. Preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the Owner.
  - c. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement 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.
  - d. Further, under Texas Government Code Chapter 552.372(c), the Owner may not accept a bid for or awarding of a contract to an entity that the Owner has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the Owner determines and documents that the entity has taken adequate steps to ensure future compliance.

- e. If the Architect fails to provide to the Owner the requested information, Texas Government Code Chapter 552.373 requires the Owner to notify the Architect in writing of the failure and allow 10 business days to cure the violation. Owner may terminate the Agreement if the Architect fails to remedy the failure, Owner determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

§ 12.11 The Architect verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

§ 12.12 Pursuant to Texas Government Code Chapter 2270, the Architect represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement.

§ 12.13 Architect verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Architect has misrepresented its inclusion on the Comptroller's list, such omission or misrepresentation will void this Agreement.

§ 12.14 The Architect represents and warrants to the Owner that the Architect 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.

§ 12.15 The Architect represents and warrants to the Owner that the Architect 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.

§ 12.16 Terms in this Agreement shall have the meaning consistent with those terms found in the standard and unmodified AIA Documents A201-2017, General Conditions of Contract for Construction.

**§ 12.17 Criminal History Checks**

Architect shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its "covered employees," as defined below. If Architect is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Architect will also subscribe to that person's criminal history record information. Before beginning any Work on the Project, Architect will provide written certification to the Owner that Architect has complied with the statutory requirements as of that date. Upon request by Owner, Architect will provide, in writing; updated certifications and the names and any other requested information regarding covered employees, so that the Owner may obtain criminal history record information on the covered employees. Architect shall assume all expenses associated with obtaining criminal history record information.

§ 12.18 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, 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 subcontractor will not become covered employees, Architect will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

§ 12.19 For the purposes of this Section 11.16, "covered employees" means employees, agents, or applicants of Architect 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; any felony or misdemeanor conviction that would disqualify a person from obtaining educator certification under Texas Education Code Section 21.060, and 19 Texas Administrative Code Section 249.16; 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.



§ 12.20 Subcontractors or any subcontractor entity, as defined by Texas Education Code Section 22.08341(a)(3), shall be required by the terms of their contract with Architect or any other contracting entity (as defined in Texas Education Code Section 22.08341(a)(1)), and by Texas law, to obtain the required criminal history record information on their employees, agents, or applicants, to give required certifications to Owner and the contracting entities, and to obtain required certifications from the subcontracting entity's subcontractors.

§ 12.21 On request of Owner, Architect shall provide all necessary identifying information to allow Owner to obtain criminal history record information for covered employees of the Architect and all subcontractors. Architect shall update this list on Owner's request.

§ 12.22 In addition, Architect will at least annually obtain criminal history record information that relates to any employee, agent, or applicant of the Architect, if the person has or will have duties related to the Project, and the duties are or will be performed on Owner's Project, or at another location where students are likely to be present. Architect shall assume all expenses associated with the background checks and shall immediately remove any employee, agent, or subcontractor who was convicted of a felony or a misdemeanor involving moral turpitude from Owner's property, or other locations where students are likely to be present. Owner shall determine what constitutes "moral turpitude" or a "location where students are likely to be present."

§ 12.23 The Architect is not listed as ineligible to receive a State contract or investment under Chapter 808, 809, 2270, 2271, 2274, 2275, or 2276, Texas Government Code.

§ 12.24 The Architect represents and warrants it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, Texas Government Code, and will not engage in such activities during the term of the Agreement.

§ 12.25 Pursuant to Section 2275.0102, Texas Government Code, the Architect certifies that neither it nor its parent Architect, if applicable, nor any affiliate of the Architect or its parent Architect, if applicable, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Section 2275.0103, Texas Government Code, or (2) headquartered in any of those countries

§ 12.26 The Architect certifies it is not ineligible to receive this Agreement under Section 2155.004, Texas Government Code.

§ 12.27 The Architect certifies that this Agreement is compliant and will remain in compliance during the term of this Agreement, with Section 669.003 (Contracting with Executive Head of State Agency), Section 2252.901 (Contracts with Former or Retired Agency Employees) and Section 572.069 (Employment within two years of Former State Officer or Employee who participated in procurement of goods and services), Texas Government Code.

§ 12.28 No delay or omission by the Owner in exercising any right or power accruing upon the noncompliance or failure of performance by Contractor 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 Owner of any of the covenants, conditions, or agreements hereof to be performed by Architect shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§ § 12.29 Architect stipulates that Owner is a political subdivision of the State of Texas, and as such, enjoys immunities from suit and liability as provided by the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

#### ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

.2  
(Paragraphs deleted)

Exhibits:

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

[ X ] Other Exhibits incorporated into this Agreement:

Attachment A

.3 Other documents:

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

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

OWNER (Signature)

Usamah Rodgers, Ed.D.  
(Printed name and title)

ARCHITECT (Signature)

Seth Stevens, AIA, NCARB-Principal Tx 23814  
(Printed name, title, and license number, if required)

# Additions and Deletions Report for

AIA® Document B101® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:32:59 ET on 09/24/2025.

## PAGE 1

AGREEMENT made as of the 15th day of September in the year 2025

...

DeSoto ISD  
200 E. Belt Line Rd.  
DeSoto, Texas 75115

...

WRA Architects, Inc.  
6000 Headquarters Dr.  
Suite 600  
Plano, Texas 75024

...

1. Moates Elementary School (Replacement)
2. Amber Terrace (Renovation)
3. Cockrell Hill Elementary School (Renovation)
4. Meadows Elementary School (Renovation)
5. West Middle School (Renovation)

## PAGE 2

Owner has selected Procedeo, LLC, to manage the program as the construction manager agent for consultation, administration and representation of the 2025 bond projects. Programs for each project shall be determined on an individual basis and mutually agreed upon by all parties.

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TBD

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Total Project Budgets allocated by 2025 bond are listed below. Construction Budgets for each project shall be determined on an individual basis and mutually agreed upon by all parties during the Design Phase.

1. Moates Elementary School (Replacement): \$49,453,905
2. Amber Terrace (Renovation): \$8,935,938
3. Cockrell Hill Elementary School (Renovation): \$18,812,500
4. Meadows Elementary School (Renovation): \$8,935,938
5. West Middle School (Renovation): \$10,481,250

## PAGE 3

Varies, See Attached Schedule Exhibit "A"

...

Varies, See Attached Schedule Exhibit "A"

...

Varies, See Attached Schedule Exhibit "A"

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TBD

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TBD

...

N/A

...

Dr. Usamah Rodgers, DeSoto ISD Superintendent  
DeSoto ISD  
200 E. Belt Lane Rd.  
DeSoto, Texas 75115

...

Program Manager – Construction Manager Agent of Owner  
Brian Johnson -President  
Procedeo LLC  
1450 Hughes Rd. Suite 215  
Grapevine, Texas 76051  
**PAGE 4**

TBD

~~2~~ Civil Engineer, 2 Land Surveyor:

TBD

...

During the design and construction phases of a project the following consultants are typically retained by the owner. WRA shall assist DeSoto ISD in determining the necessity of such consultant and also assist with the procurement of these services: Systems Commissioning Agent, Energy Inspections, TDLR Accessibility Review, Asbestos Survey, Construction Materials Testing, Cultural Resource (if necessary), Environmental Assessment, Subsurface Utility Locate, Testing and Balancing, Printing, and ICC 500 Storm Shelter Peer Review. See 1.1.8, Program Manager, Construction Manager Agent

...

Brian A. Wyatt - Seth Stevens - Diego Barrera - Mike Holmberg  
WRA Architect Inc.  
6000 Headquarters Dr.  
Suite 600  
Plano, TX 75024  
214-750-0077

...

1. Hart Gaugler & Associates
2. Ponce-Fuess Engineering
3. Other – with owner approval

.2 Mechanical, Electrical, and Plumbing Engineer:

1. Estes McClure Associates (EMA)
2. Meza Engineering
3. Other – with owner approval

.2 Mechanical-3 Civil Engineer:

1. Click Engineering
2. Pierce-Murray Land Solutions
3. Other – with owner approval
- .4 Technology Consultant:
  1. True North Consulting Group (PMY Group)
  - .3 Electrical Engineer: 2. Datacom Design Group
  3. Other – with owner approval

.5 Food Service Design Consultant:

1. Bosma Design Group
2. Other – with owner approval

.6 Landscape and Irrigation Design Consultant:

1. CCA Landscape Architects
2. Other – with owner approval

.7 Roofing Design Consultant:

1. Apex Roofing Technology
2. Other – with owner approval

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TBD

...

N/A

...

§ 1.3 The parties shall agree upon ~~written~~ protocols governing the transmission and use of, and reliance on, of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document

E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

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

...

The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar ~~circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.~~ circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect, as codified in Texas Local Government Code section 271.904( d), hereinafter referred to as the "Standard of Care." In accordance with Texas Local Government Code section 271.904(d) and notwithstanding anything in this Agreement to the contrary, the Standard of Care shall be the sole standard governing the Architect's performance of its services. Any designs, drawings or specifications prepared or furnished by Architect that are not in conformance with the Standard of Care will be promptly corrected by Architect at no additional cost to Owner upon being brought to Architect's attention. Owner's approval, acceptance use of or payment for all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder. .

PAGE 6

§ 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.~~

Professional liability	\$2,000,000 per claim and \$2,000,000 in the aggregate
Worker's Compensation:	Statutory
Comprehensive General Liability:	
Occurrence	\$1,000,000.00
Aggregate	\$2,000,000.00
Personal Injury	\$1,000,000.00 each person
(Coverage to include groups A, B & C w/exclusion "C" aggregate removed	
Automobile Liability:	\$1,000,000.00 combined single limit
Architects' Consultants:	\$500,000.00
Excess Umbrella Liability:	\$2,000,000.00

1. The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are admitted and authorized to issue such policies in the State of Texas.
2. The policy so issued in the name of Architect shall also name the Owner as additional insured, except for professional liability insurance and worker's compensation insurance. To the extent an Architect's Consultant is named as an additional insured on any policy held by the Architect, separate coverage shall not be required of the Architect's Consultant. If Architect neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, treat such neglect or refusal as a material breach of the contract and may terminate the contract as provided herein.
3. Architect shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled or materially changed while the work is in progress without thirty (30) calendar days prior written notice to Owner, and a statement that,

except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Architect neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, after reasonable notice to Architect, procure such insurance at Architect's expense.

- .4 Insurance provided pursuant to this Section shall be considered part of the Architect's basic services and shall not be a Reimbursable Expense within the scope of Section 11.8, or other provisions of this Agreement.

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

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

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

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

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

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

~~§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.~~

~~§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.~~

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

§ 2.7 The Architect shall provide a design which will, in accordance with the Standard of Care, account for all applicable federal, state and local laws, statutes, ordinances, rules, regulations orders and other legal requirements including but not limited to all zoning restrictions or requirements of record, building, occupancy, environmental, disabled person accessibility and land use laws, requirements regulations and ordinances relating to the construction use and occupancy of the Project ("Governmental Requirements") existing on the date of this Agreement and which may be enacted prior to Owner's approval of completed Construction Documents.

§ 2.8 The Architect shall prepare all Design Documents, Contract Documents and other documents prepared and issued by Architect in conformance with the Standard of Care. Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies, inconsistencies or missing information in its Services necessary to provide documents in accordance with the Standard of Care.

§ 2.9 Notwithstanding any provision of this Article to the contrary, services made necessary as a result of the Architect's failure to timely provide documents in accordance with the Standard of Care shall be considered Basic Services.

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include ~~usual and customary structural, mechanical, and electrical engineering services~~ the structural, mechanical, and electrical engineering services set forth in this Article 3 and, where provided, in the attached Exhibits to this Agreement. Services not set forth in this Article 3 are Supplemental or Additional ~~Services~~. Services

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§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants; in all events, however, Architect's coordination of its services with Owner's and Contractor's subcontractors or consultants shall be limited to that necessary for consistency of Architect's documents with those of such subcontractors or consultants. The Architect shall be entitled to rely on, does not have a duty to investigate, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants and the Contractor and its subcontractors and 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, and the Architect may suspend its services (without penalty and is not liable for any damages during such suspension) until such error, omission, or inconsistency is corrected by Owner or Owner's consultants or contractors. Notwithstanding anything herein to the contrary, however, Architect is not required to verify the accuracy or completeness of any information furnished by the Owner, the Owner's consultants, or third-parties with whom the Architect has no contract or does not have the ability to direct or control.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. Notwithstanding anything herein to the contrary, Owner acknowledges and agrees that any schedule for the provision of Architect's services is an estimate, which may be modified or adjusted due to review by consultants, review, and approval of submissions by authorities having jurisdiction over the Project, changes in the scope of the Project, and or delays by the Owner and/or Contractor. Architect shall have no liability for any such delays.

...

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

§ 3.1.6 The Architect shall ~~assist~~ be responsible for preparing and assisting the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 Not used.

§ 3.1.8 Notwithstanding any other provision of the Agreement, the following are Services of the Architect fully compensated under Section 11.1 as Basic Services:

- .1 The time period during which the Architect's duty to provide Basic Services shall include that time necessary to correct any Services not in conformance with the Standard of Care during any phase of construction. Such services of the Architect as may be required to correct the Architect's breach of the Standard of Care shall be performed by the Architect at no additional charge, either in fee or expenses.



- 2 The Architect shall be responsible for retaining all necessary consultants to execute Architect's scope of work. Such consultants shall be professionals licensed by the State of Texas to practice the building discipline for which they are retained on the Project. Consultants required by the Architect shall at a minimum be required to make on-site visits and observations during these periods when work they have designed is being constructed.
- 3 The Owner shall require the contractor and its subcontractors to maintain a set of record drawings to be furnished to the Owner in reproducible form upon Substantial Completion of the Project. The Owner shall require the Contractor to provide all warranty documents and Owner operation manuals required by the Contract Documents. Architect shall take delivery from the Contractor of all record drawings, warranties, operations manuals, and other end-of-project deliverables required of the Contractor by the Owner. Architect shall promptly advise Owner of any documents that appear to be missing in such delivery, and shall assist the Owner in attempting to obtain complete performance by the Contractor of its obligations in regard to such documents.
- 4 Approximately ten (10) months after Substantial Completion, Architect shall conduct a walk-through inspection of the Project and report all observed building deficiencies to the Owner and Contractor. In addition, the Architect shall advise Owner concerning required corrections and furnish the Owner with written notification of completed corrections. The obligations under this section shall survive acceptance of the Work by the Owner.

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§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of ~~(+)~~(1) any inconsistencies discovered in the information, and (2) other information or consulting services ~~that that, in its professional opinion,~~ may be reasonably needed for the ~~Project.~~Project..

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§ 3.4.6 After Owner's approval of the Construction Documents, the Architect shall not make or approve any change in the Work, except for minor changes in the Work not involving an adjustment in the Contract Sum, expenditure of contingency funds or an extension of the Contract Time, without the prior written consent of the Owner. The Architect shall be liable to the Owner for any damages arising from or caused by any change to the Work made or approved by the Architect without the Owner's prior written consent.

§ 3.4.7 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 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, in accordance with the Standard of Care, conform with the provisions of 19 TAC § 61.10.36.
- 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, in accordance with the Standard of Care, according to the provisions of TAC § 61.10.36 based on the long-range school facility plan and/or education specifications, building code specifications, and all documented changes to the Construction documents provided by the District.

§ 3.4.8 As a condition of the approval of the Contractor's Final Application for Payment, the Architect shall request proof from the Contractor that it has executed and delivered to the Owner the Certification of Project Compliance form that the facility has been constructed in general accordance with the Construction Documents, as required by 19 Texas Administrative Code § 61.1036.

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§ 3.5.2.2 ~~The~~If requested by the Owner, the Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Procurement Documents to prospective ~~bidders;bidders/proposers;~~
- .2 organizing and conducting a pre-bid conference for prospective ~~bidders;bidders/proposers;~~
- .3 preparing responses to questions from prospective ~~bidders-bidders/proposers~~ and providing clarifications and interpretations of the Bidding Procurement Documents to the prospective ~~bidders~~ bidders/proposers in the form of addenda; and,
- .4 ~~organizing and conducting participating in or organizing and conducting,~~ at the Owner's discretion, the opening of the bids, and subsequently documenting and distributing ~~the bidding results, the results of the procurement process,~~ as directed by the 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;bidders/proposers.~~

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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 requested by the Owner, the Architect shall organize and participate in section interviews with prospective contractors and/or participate in negotiations with ranked contractors and prepare any summary reports requested by the Owner related to the results of such process.~~

...

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's ~~negligent acts or omissions, breach of the Standard of Care,~~ but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

~~§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services. The Architect's responsibility to provide the Contract Administration Services under this Agreement commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment-initial Contract for Construction and, except as provided by Section 3.1.8.4, terminates upon final completion of the Construction Phase, after the Contractor has completed all Work required by the Contract Documents, including all punchlist work, and Architect has submitted all documents required by this Agreement or the General Conditions attached hereto to Owner.~~

§ 3.6.1.4 The Architect shall prepare Drawings Specifications, and other documentation and supporting data evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives necessary to contract administration of the project.

...

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Architect's site observation visits do not relieve the Contractor of the obligation to perform work in accordance with the Contract Documents. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner ( 1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of

the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that the Architect observes does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not ~~the such~~ Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, employees or other persons or entities performing portions of the Work.

Architect shall notify the Owner of any work that does not conform to the Contract Documents and shall reject such work unless the Owner objects to the rejection.

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

...

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

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§ 3.6.4.4 Subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set ~~forth, forth~~ forth in the Contract Documents, ~~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, upon~~ or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

...

§ 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.~~ The Architect shall prepare Change Orders, Construction Change Directives and documents authorizing expenditures of contingency funds, with supporting documentation and data if deemed necessary by the Architect, as Basic Services compensated under section 11.1, for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not

involving an adjustment in the Contract Sum, and expenditure of contingency funds or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified as Basic Services compensated under Section 11.1.

...

§ 3.6.5.3 The Architect shall have no responsibility for the accuracy of the content of these record drawings.

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§ 3.6.6.5 Upon request of the Owner, and in accordance with the provisions of Section 3.1.8.4, prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, compensation identify and with the assistance of Owner compile the documentation of all non-performing warranty items and, conduct a meeting with the Owner to review the facility operations and performance.

...

§ 4.1.1 The Supplemental or Additional services listed below are not included in Basic Services but may be required for the Project. The services identified as the responsibility of the Architect as Basic Services will be provided by Architect to Owner at no additional cost. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, or Additional Services specifically listed below or as being the responsibility of Owner only if specifically requested by the Owner, and the Owner shall compensate the Architect as provided in Section 11.2, in accordance with the terms of the written proposal accepted by Owner. 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.)

...

§ 4.1.1.1 Programming	<u>Basic Services</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Basic Services</u>
§ 4.1.1.3 Measured drawings	<u>Basic Services</u>
§ 4.1.1.4 Existing facilities surveys	<u>Provided</u>
§ 4.1.1.5 Site evaluation and planning	<u>Not Applicable</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Basic Services</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided - Additional Service</u>
§ 4.1.1.8 Civil engineering	<u>On-site Civil - Basic Services</u> <u>Off-Site Civil - per § 4.1.2.1 -</u> <u>Architect Additional Service</u>
§ 4.1.1.9 Landscape design	<u>Basic Services</u>
§ 4.1.1.10 Architectural interior design	<u>Basic Services</u>
§ 4.1.1.11 Value analysis	<u>Basic Services</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided - Additional Service</u>
§ 4.1.1.13 On-site project representation	<u>Not Provided - Additional Service</u>
§ 4.1.1.14 Conformed documents for construction	<u>Basic Services</u>
§ 4.1.1.15 As-designed record drawings	<u>Basic Services</u>

§ 4.1.1.16 As-constructed record drawings	<u>Not Provided - Additional Service</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not Provided - Additional Service</u>
§ 4.1.1.18 Facility support services	<u>N/A</u>
§ 4.1.1.19 Tenant-related services	<u>N/A</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Basic Services</u>
§ 4.1.1.21 Telecommunications/data design	<u>Basic Services</u>
§ 4.1.1.22 Security evaluation and planning	<u>Basic Services</u>
§ 4.1.1.23 Commissioning	<u>Owner</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided - Additional Service</u>
§ 4.1.1.25 Fast-track design services	<u>Not Provided - Additional Service</u>
§ 4.1.1.26 Multiple bid packages	<u>Basic Services</u>
§ 4.1.1.27 Historic preservation	<u>Basic Services</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Architect - Basic Services and Architect - Additional Services as allocated in &amp; 4.1.2.1 to 4.2.</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>TBD</u>
§ 4.1.1.30 Other Supplemental Services	<u>TBD</u>

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1. Existing Facilities Survey: Architect shall visit the project site and gather readily available information about existing structures, function, site conditions and utilities in order to execute the project scope. The architect is not responsible for exhaustive investigations or accurate existing building measurements or land surveying.

2. Conformed Documents for Construction: Architect shall provide a conformed set for construction, that is inclusive of the Addenda posted during the bidding for Contractor & Owner use.

...

TBD

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

...

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization and shall not be responsible for providing these services without the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, or the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

...

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

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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 and shall advise the Owner in writing of its proposal for additional fees and costs of further Construction Phase Services beyond those limits. Architect shall not be obligated to provide further Construction Phase Services beyond the limits set forth unless its proposal for additional fees and costs is approved in writing by Owner:

- .1 Three ( 3 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ~~(---) visits to the site by the Architect during construction~~ [Subsection Deleted]
- .3 Three ( 3 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Three ( 3 ) inspections for any portion of the Work to determine final completion.
- .5 The Architect shall visit the site and observe the Work at appropriate stages of construction no less than weekly. The Architect shall report the results of all observations to the Owner in writing. Any and all observed deficiencies shall immediately be reported to the Owner and Contractor in writing.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Forty Eight ( 48 ) 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.~~ Services as negotiated by the Parties.

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

...

§ 5.11 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.~~ Service, and the Architect shall have a reasonable time to cure its errors, omissions or inconsistencies as a precondition to any dispute resolution proceedings involving the Owner and the Architect.

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

...

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



the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

...

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

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§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall be permitted to retain copies, including those in electronic format and reproducible copies, of the Architect's and the Architect's consultants' Instruments of Service for information reference in connection with the Owner's use and occupancy of the Project.

§ 7.3 The Architect grants to the Owner a nonexclusive license to ~~use-reproduce~~ 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.

§ 7.3.1 The payment of fees for professional services performed under this Agreement shall constitute full payment for a one-time, perpetual license fee for those uses of the Architect's Instruments of Service set forth in Section 7.3, for all documents produced pursuant to this Agreement and in existence as of the date of any such payment. 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 OWNER, TO THE EXTENT PERMITTED BY LAW, FURTHER AGREES TO RELEASE THE ARCHITECT AND ITS CONSULTANTS FROM ALL COSTS AND EXPENSES, INCLUDING THE COST OF DEFENSE, RELATED TO CLAIMS AND CAUSES OF ACTION (INCLUDING ANY NEGLIGENCE CLAIMS) ASSERTED BY ANY 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 THAT ARE NOT THE RESULT OF THE ARCHITECT'S BREACH OF THE STANDARD OF CARE.  
The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 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. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors,



Sub-subcontractors, and material or equipment suppliers, as well as the Owner's exclusively for use in performing services for the Project.

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§ 8.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the initiation of litigation. The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, ~~but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1-law.~~

~~§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.~~

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

...

~~§ 8.2.1 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-litigation.~~

~~§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless 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 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. Unless the parties mutually agree otherwise, mediation shall be administered in accordance with the following:~~

- ~~1. Request for mediation shall be in writing, and shall request the mediation commence not less than 30 (thirty) or more than ninety (90) days following the date of the request, except upon agreement of both parties~~
- ~~2. In the event the Owner and the Architect are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.~~

...

☒ [ X ] Litigation in a court of competent jurisdiction

...

### § 8.3 Arbitration - ~~DELETED~~

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

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

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

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

### ~~§ 8.3.4 Consolidation or Joinder~~

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

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

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

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~~§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, Agreement through no fault of the Architect, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. Agreement if not cured by the Owner within seven (7) days following notice of any past-due payment. If the Architect elects to suspend services, the Architect shall give seven-thirty (30) 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 undisputed fees due prior to suspension and any actual expenses incurred in-to 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 shall be equitably adjusted as negotiated by the parties.~~

~~§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. The agreement may be terminated by the Owner if the Architect engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws~~

prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice. Project is suspended for more than ninety 90 cumulative days, the Architect may terminate this Agreement upon no less than (30) days' written notice. Should the Architect elect to so terminate this Agreement, the Architect shall be compensated for services actually performed and expenses actually incurred prior to notice of such termination. If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for actual expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for shall be equitably adjusted as negotiated by the parties.

§ 9.4 Either party may terminate this Agreement upon not less than seven (7) 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.

§ 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, In the event of termination not the fault of the Architect, the Architect shall be compensated only for services actually performed and reimbursable expenses actually incurred prior to termination, and costs attributable to termination, including the costs attributable actual costs and charged due to the Architect's termination of consultant agreements.

...

N/A

...

N/A

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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. State of Texas without regard to the choice-of-law rules of any jurisdiction. Venue for any lawsuit arising under this contract shall be in Dallas County, Texas. No provision of this Agreement is a waiver of any immunity or defense.

...

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, ~~including any payments due to the Architect by the Owner prior to the assignment.~~ 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 fourteen~~ (14) days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

...

§ 10.6 Unless otherwise required in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project handling, removal, or disposal or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Architect and the Architect's consultants shall have no responsibility to initially discover the presence of such hazardous materials on the Project site, but shall reasonably promptly report to the Owner the existence of such materials actually known by the Architect or the Architect's consultants to be present on site.

...

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Owner herein designates the following as confidential information: security measures; pending real estate purchases, exchange, lease, or value; any information pertaining to litigation; student likenesses and student records information; employee information; and other information deemed confidential by law.

...

§ 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 any adjudication or claim under this Agreement, reasonable and necessary attorney's fees that are equitable and just may be awarded to the prevailing party.

§ 10.10 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 names in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

§ 10.11 Pursuant to TEXAS EDUCATION CODE section 44.034, Architect must give advance written notice to the Owner if the Architect or an owner or an 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.

§ 10.12 Architect shall keep all accounting and construction records on the Project for a period of at least twelve (12) years after Final Completion of the Project, and thereafter shall offer the records to the owner in writing, in order for Owner to comply with its records retention requirement, per the Texas Government Code section 441.158 et seq. and the Texas Library and Archives Commission's Local Schedule GR (Government Records). In the alternative, Architect may provide such records to Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Architect's retention under this Section.

§ 10.14 Any notice required by or permitted under this Agreement must be in writing unless otherwise provided herein. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

§ 10.15 If any provisions of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, such provisions shall be fully severable and 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 here from.

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

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N/A

## .2 Percentage Basis

Construction Budget	New Construction	Additions and/or Renovations
<del>(Insert percentage value)</del> \$0 to less than \$1M	8.0%	9.0%
\$1M to less than \$15M	7.0%	8.0%
\$15M and over	6.0%	7.0%

See Percentage Values Above ( varies between 6-9 ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

...

Additional Services to be a Lump Sum or Hourly Basis as negotiated

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Hourly rates as set forth in 11. 7

...

Hourly rates as set forth in 11. 7

...

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

...

§ 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 for 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~~ Project, including but not limited to those identified by alternate bids, proposals, or separate bid package, are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The portions in accordance with the schedule set forth in Section 11.5 based on (a) the lowest bona fide bid or negotiated proposal, or (b) in the absence of such bid or proposal, the most recent estimate of the Cost of the Work for such portions of the Project. Notwithstanding any term or condition to the contrary, the Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

...

<u>Principal/Partner</u>	<u>\$275 per hour</u>
<u>Associates</u>	<u>\$180 per hour</u>
<u>Marketing Personnel / Registered Architect</u>	<u>\$130 per hour</u>
<u>Intern Architect/CAD Drafter</u>	<u>\$ 110 per hour</u>
<u>Field Observer</u>	<u>\$ 110 per hour</u>
<u>Secretarial/Word Processing</u>	<u>\$ 90 per hour</u>
<u>Consultant</u>	<u>\$ TBD per hour</u>

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- .2 ~~Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~n/a

...

- .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;~~n/a
- .9 ~~All taxes levied on professional services and on reimbursable expenses;~~n/a
- .10 ~~Site office expenses; Water line pressure and flow test;~~

...

- .12 ~~Other similar Project-related expenditures;~~expenditures as agreed to by Owner & Architect.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent ( 10 %) of the expenses ~~incurred;~~incurred for overhead.

...

TBD

...

§ 11.10.1.1 An initial payment of Zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's ~~invoice. Amounts unpaid (— invoice~~ as per Texas Government Code, Chapter 2251. Amounts unpaid thirty-one ( 31 ) 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.

...

Per Texas Prompt Payment Act %

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§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative upon request at mutually convenient times. "Direct Personnel Expense" is defined as the direct salaries of the Architect's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 11.10.2.5 The Owner shall make final payment for services upon receipt of the Architect's undisputed final invoice.

§ 11.10.3 The Architect shall not submit an invoice for 100% completion of a Project phase, nor proceed with a subsequent Project phase, without approval of the Owner.

§ 11.10.4 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.

...

Architect shall, during the term of this contract maintain, and staff an office within the District.

Architect hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. (Tex. Gov't Code §§ 2252.151-.154) Architect hereby certifies and verifies that neither Architect, nor any affiliate, subsidiary, or parent company of Architect, if any (the "Architect Companies"), boycotts Israel, and Architect agrees that Architect and Architect Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Tex. Gov't Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102)

§12.1 LICENSING AUTHORITY: The following information is included in this Agreement as required by Texas Occupations Code 1051.251: The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, telephone (512) 305-9000, has jurisdiction over individuals licensed under the Architects' and Interior Designers' Registration Law, Texas Civil Statutes, Article 240A.

§ 12.2 Pursuant to Texas Education Code Section 44.034, Architect must give advance written notice to Owner if an owner or operator of Architect has been convicted of a felony. Architect represents and warrants that no owner, operator, shareholder, officer or director of Architect has been convicted of a felony. Should it become known to Architect that any owner, operator, shareholder, officer or director is convicted of a felony Pursuant to Texas Education Code Section 44.034, Architect must give advance written notice to Owner if an owner or operator of Architect has been convicted of a felony. Architect represents and warrants that no owner, operator, shareholder, officer or director of Architect has been convicted of a felony. Should it become known to Architect that any owner, operator, shareholder, officer or director is convicted of a felony while this Agreement is in effect, Architect will immediately notify Client of such conviction. Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

§ 12.3 Architect acknowledges that Owner is subject to the Texas Public Information Act ("TPIA"). As such, upon receipt of a request under the TPIA, Owner is required to comply with the requirements of the TPIA. In the event that the request involves documentation that the Architect has clearly marked as confidential and/or proprietary the notices required under the TPIA. Architect acknowledges that it has the responsibility to file exceptions with the Texas Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure. Architect also acknowledges its duty to assist Owner insofar as necessary to comply with Owner's own obligations under the TPIA.



§ 12.4 Architect and its subcontractors and agents agrees to comply with all applicable requirements of all federal, state and local constitutions, laws, executive orders, regulations, ordinances, applicable guidelines, and policies governing this Agreement and Project, particularly relating to nondiscrimination. These include but are not limited to: (i) Title VI of the Civil Rights Act of 1964, as amended; (ii) Title IX of the Education Amendments of 1972; as amended; (iii) Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and (iv) the American with Disabilities Act, as amended.

§ 12.5 Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and/or agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, or to waive any immunity or defense to which either Party may be entitled, or to create an impermissible deficiency debt of either Party.

§ 12.6 Architect and its employees and agents are at all times an independent contractor and under no circumstances will Architect and its employees or agents be considered employees or agents of Owner.

§ 12.7 If applicable to this Agreement and agreed to in Response to RFQ (incorporated herein), the Architect accepts and agrees to all federally required contract terms of FEMA, FAR, or any other agency or statute. The Architect understands that said terms are fully incorporated herein. Additionally, the Architect acknowledges and agrees to follow said terms. The Architect accepts the federally required terms which are attached as an exhibit to this contract and fully incorporated herein. If that addenda is not initialed in the appropriate places, the Architect agrees to rectify the same immediately as if effective on the date of this Agreement or else this Agreement will be void.

§ 12.8 ARCHITECT AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER AND ITS OFFICIALS, OFFICERS, EMPLOYEES, TRUSTEES, AGENTS, DEPARTMENTS, VOLUNTEERS, AND ASSIGNEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FOR ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, FINES, PENALTIES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT COSTS), THAT MAY ARISE BY REASON OF ILLNESS, INJURY TO OR DEATH OF ANY PERSON OR LOSS OF OR DAMAGE TO PROPERTY, OR DAMAGES RESULTING FROM ANY OTHER CLAIM RELATING ANY ACT OR OMISSION TO ACT BY ARCHITECT RELATED TO ITS OBLIGATIONS OR PERFORMANCE UNDER THIS AGREEMENT. THIS HOLD HARMLESS AND INDEMNIFICATION CLAUSE SURVIVES THE TERMINATION OF THIS AGREEMENT AND EXTENDS TO ALL ASSIGNS, SUCCESSORS, AND HEIRS.

§ 12.9 By entering into this Agreement, pursuant to Texas Government Code 552, Subchapter J, the Architect agrees that if the Owner receives a written request for public information related to this Agreement that is in the possession or custody of the Architect and not in the possession or custody of the Owner, the Architect that Architect provide that information to the Owner within (5) five days of Owner's written request.

§ 12.10 Architect agrees that it shall:

- .1 Preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the Owner for the duration of the Agreement;
- .2 Promptly, within seven business days, provide to the Owner any requested contracting information that is in the custody or possession of the Architect upon request of the Owner; and,
- .3 On termination completion of the Agreement, either:
  - a. Provide to the Owner at no cost all contracting information related to the Agreement that is in the custody or possession of the Architect; or
  - b. Preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the Owner.
  - c. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement 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.
  - d. Further, under Texas Government Code Chapter 552.372(c), the Owner may not accept a bid for or awarding of a contract to an entity that the Owner has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the Owner determines and documents that the entity has taken adequate steps to ensure future compliance.

- e. If the Architect fails to provide to the Owner the requested information, Texas Government Code Chapter 552.373 requires the Owner to notify the Architect in writing of the failure and allow 10 business days to cure the violation. Owner may terminate the Agreement if the Architect fails to remedy the failure. Owner determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

§ 12.11 The Architect verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

§ 12.12 Pursuant to Texas Government Code Chapter 2270, the Architect represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement.

§ 12.13 Architect verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Architect has misrepresented its inclusion on the Comptroller's list, such omission or misrepresentation will void this Agreement.

§ 12.14 The Architect represents and warrants to the Owner that the Architect 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.

§ 12.15 The Architect represents and warrants to the Owner that the Architect 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.

§ 12.16 Terms in this Agreement shall have the meaning consistent with those terms found in the standard and unmodified AIA Documents A201-2017, General Conditions of Contract for Construction.

**§ 12.17 Criminal History Checks**

Architect shall obtain all criminal history information required by Texas Education Code Chapter 22 regarding its "covered employees," as defined below. If Architect is required by Chapter 22 to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas, then Architect will also subscribe to that person's criminal history record information. Before beginning any Work on the Project, Architect will provide written certification to the Owner that Architect has complied with the statutory requirements as of that date. Upon request by Owner, Architect will provide, in writing; updated certifications and the names and any other requested information regarding covered employees, so that the Owner may obtain criminal history record information on the covered employees. Architect shall assume all expenses associated with obtaining criminal history record information.

§ 12.18 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, 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 subcontractor will not become covered employees, Architect will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

§ 12.19 For the purposes of this Section 11.16, "covered employees" means employees, agents, or applicants of Architect 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; any felony or misdemeanor conviction that would disqualify a person from obtaining educator certification under Texas Education Code Section 21.060, and 19 Texas Administrative Code Section 249.16; 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.

§ 12.20 Subcontractors or any subcontractor entity, as defined by Texas Education Code Section 22.08341(a)(3), shall be required by the terms of their contract with Architect or any other contracting entity (as defined in Texas Education Code Section 22.08341(a)(1)), and by Texas law, to obtain the required criminal history record information on their employees, agents, or applicants, to give required certifications to Owner and the contracting entities, and to obtain required certifications from the subcontracting entity's subcontractors.

§ 12.21 On request of Owner, Architect shall provide all necessary identifying information to allow Owner to obtain criminal history record information for covered employees of the Architect and all subcontractors. Architect shall update this list on Owner's request.

§ 12.22 In addition, Architect will at least annually obtain criminal history record information that relates to any employee, agent, or applicant of the Architect, if the person has or will have duties related to the Project, and the duties are or will be performed on Owner's Project, or at another location where students are likely to be present. Architect shall assume all expenses associated with the background checks and shall immediately remove any employee, agent, or subcontractor who was convicted of a felony or a misdemeanor involving moral turpitude from Owner's property, or other locations where students are likely to be present. Owner shall determine what constitutes "moral turpitude" or a "location where students are likely to be present."

§ 12.23 The Architect is not listed as ineligible to receive a State contract or investment under Chapter 808, 809, 2270, 2271, 2274, 2275, or 2276, Texas Government Code.

§ 12.24 The Architect represents and warrants it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, Texas Government Code, and will not engage in such activities during the term of the Agreement.

§ 12.25 Pursuant to Section 2275.0102, Texas Government Code, the Architect certifies that neither it nor its parent Architect, if applicable, nor any affiliate of the Architect or its parent Architect, if applicable, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Section 2275.0103, Texas Government Code, or (2) headquartered in any of those countries

§ 12.26 The Architect certifies it is not ineligible to receive this Agreement under Section 2155.004, Texas Government Code.

§ 12.27 The Architect certifies that this Agreement is compliant and will remain in compliance during the term of this Agreement, with Section 669.003 (Contracting with Executive Head of State Agency), Section 2252.901 (Contracts with Former or Retired Agency Employees) and Section 572.069 (Employment within two years of Former State Officer or Employee who participated in procurement of goods and services), Texas Government Code.

§ 12.28 No delay or omission by the Owner in exercising any right or power accruing upon the noncompliance or failure of performance by Contractor 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 Owner of any of the covenants, conditions, or agreements hereof to be performed by Architect shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§ § 12.29 Architect stipulates that Owner is a political subdivision of the State of Texas, and as such, enjoys immunities from suit and liability as provided by the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

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.2 ~~Building Information Modeling Exhibit, if completed:~~

.3 Exhibits:

...

[ ] ~~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.)

Attachment A

...

~~4~~ 3 Other documents:

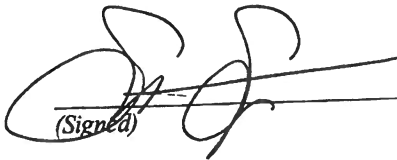
...

\_\_\_\_\_  
Seth Stevens, AIA, NCARB-Principal Tx 23814

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, , 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 11:32:59 ET on 09/24/2025 under Order No. 4104247716 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)

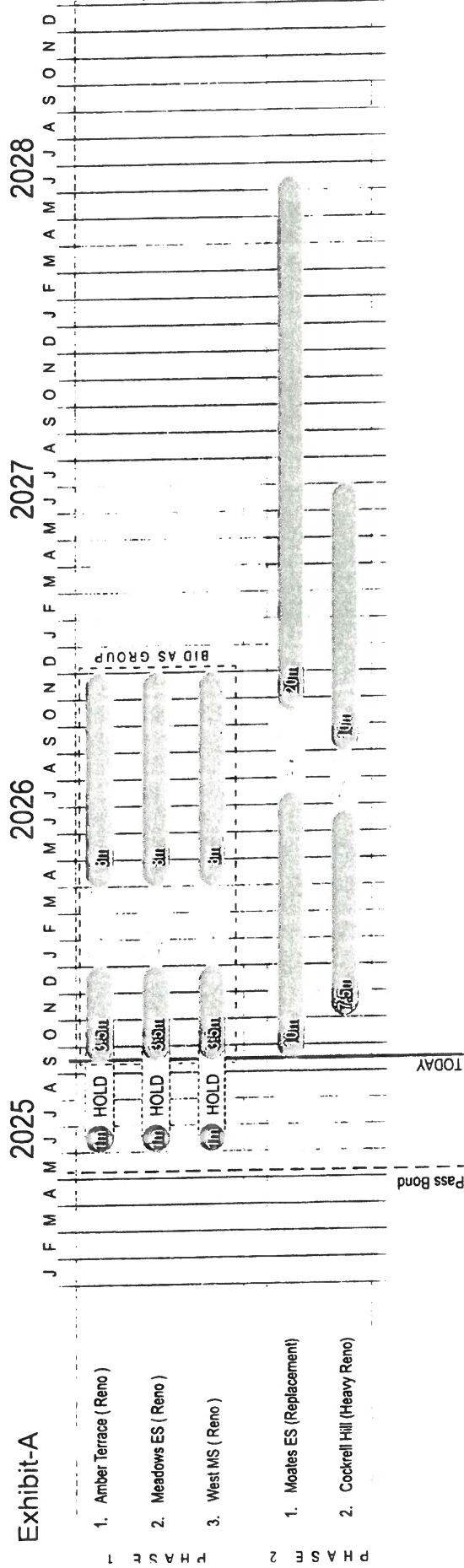
Seth Stevens - Principal WRA Architects

(Title)

9/24/2025

(Dated)

# Exhibit-A



key: Design/DB Construction

DESOTO ISD 2025 BOND - PLAN SCHEDULE - 9/16/2025



1. Amber Terrace ( Reno )
2. Meadows ES ( Reno )
3. West MS ( Reno )

**Substantial Completion:**

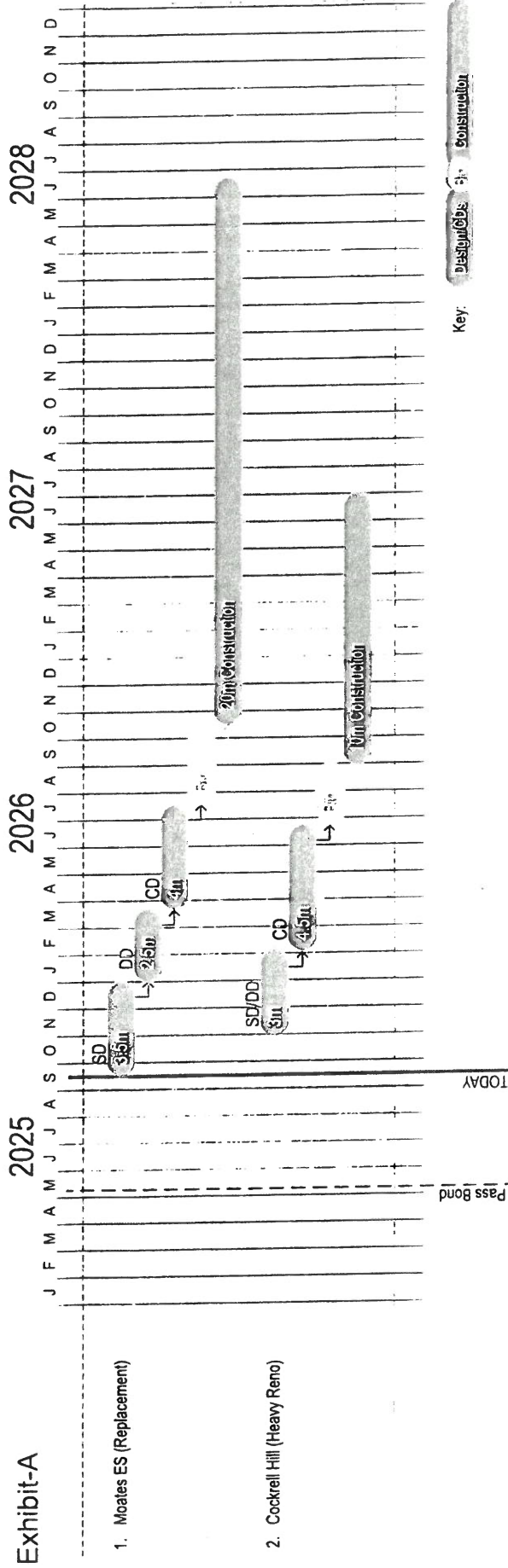
Mar. 2026

DESOTO ISD 2025 BOND - PHASE 1 SCHEDULE - 9/16/2025





# Exhibit-A



## Moates ES - Critical Milestone Dates

Schematic Design Starts:	Sept. 15, 2025
Schematic Design Due:	Jan. 8, 2026
Design Development Due:	Mar. 19, 2026
CD Issue for Bid:	Jul. 16, 2026
Bid & Negotiation:	Jul. ~ Oct. 2026
Board Approval:	Oct. 2026
Substantial Completion:	Jun. 2028

## Cockrell Hill - Critical Milestone Dates

Schematic Design Starts:	Nov. 3, 2025
Schematic Design Due:	Dec. 18, 2025
Design Development Due:	Feb. 5, 2026
CD Issue for Bid:	Jun. 18, 2026
Bid & Negotiation:	Jun. ~ Sept. 2026
Board Approval:	Sept. 2026
Substantial Completion:	Jul. 2027

